



**HUNTERTOWN UTILITY BOARD
MEETING AGENDA
Monday, November 3, 2025, 5:00 p.m.
Huntertown Town Hall, 15617 Lima Road**

Call to order with Pledge of Allegiance

Approval of Minutes

- October 6, 2025

New Business

- Sanitary sewer special contract – The Fens
- Water Special Contract – Crossing at the Fens Sec 1
- Water Special Contract – Ridge at the Fens Sec 1
- Water Special Contract – Brook at the Fens Sec 1
- New water and sewer service application – 4343 Hathaway Road
- New Water service application – Simon Lakes Estates Sec 1 (51 lots)
- Special Contract – West Brook Estates
- Dunton Road Water Main Cost Share update
- Pay Application No. 3 – R. Yoder Construction: WWTP Phase 3
- Pay Applications No 2&3 – Landmark Construction: Water Tower/Main
- Pay Application No 2 – Fox Contractors: Water Main Extension (Info Only)

Old Business

Reports:

Hannah Walker – Town Manager
Ryan Schwab - Clerk Treasurer – 2026 Budget
Derek Frederickson – Engineering Resources
David Hawk – Hawk Haynie Kammeyer & Smith

Open Floor for Public Comment – Please keep comments to 3 minutes.

Adjournment

**Next Meeting of the Huntertown Utility Service Board is Monday, December 1, 2025 at 5 p.m.
Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana**

Utility Board Member appointments

Anthony Ramey	3-year term expiring 12/31/2025	Town Council Executive appointee
Michael Stamets	3-year term expiring 12/31/2026	Town Council appointee
Dan Roy	3-year term expiring 12/31/2027	Town Council Executive appointee

Town of Huntertown Utility Service Board Meeting Minutes for Monday, October 6, 2025
Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Monday, October 6, 2025. The meeting was held at Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey and Dan Roy; Town Manager Hannah Walker; Clerk-Treasurer Ryan Schwab; Jim Breckler, Steven Cardenas, Jessica Hile and Derek Frederickson of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; three (3) members of the public and zero (0) members of the media. Board Member Michael Stamets attended the meeting electronically via Microsoft Teams. The meeting was streamed on the Town's YouTube Channel.

Tony Ramey called the meeting to order at 5:00 p.m. with the Pledge of Allegiance.

BOARD ACTION

Tony Ramey made a motion to approve the minutes of the September 2, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Dan Roy made a motion to approve Pay Application No. 2 to R. Yoder Construction in the amount of \$520,912.19 for work completed on the Huntertown Wastewater Treatment Plant Phase 3 project. Tony Ramey seconded. Motion carried 3-0.

Dan Roy made a motion to approve a professional services agreement with Engineering Resources Inc. for wastewater improvements at the Carroll Oaks and Shoaff Road lift stations in the amount of \$62,900. Tony Ramey seconded. Motion carried 3-0.

Michael Stamets made a motion to conditionally approve a new water and sewer application from Caspian Development LLC for the 15-lot West Brooks Estates subdivision, pending technical review, voluntary annexation, a special contract and a 2-year construction start time. Dan Roy seconded. Motion carried 3-0.

NEW BUSINESS

Outside of the items listed under Board Action, the following New Business was brought forth:

- Steven Cardenas of Engineering Resources Inc. provided the board with a spreadsheet detailing a work plan for inflow and infiltration investigation. Discussion topics included the next steps in the plan and the types of projects to implement, expected cost savings that would be seen, the need for continued capital improvements, and how to address this issue annually. After no further discussion, no action was taken.
- Steven Cardenas of Engineering Resources Inc. provided the board with a document updating them on the available capacity at the water treatment plant and wastewater treatment plant.

OLD BUSINESS

Outside of items listed under Old Business, no other Old Business was brought forth.

REPORTS

Town Manager Hannah Walker had the following report:

- She was seeking input from the board in regard to its contracts with its engineer and attorney which are set to expire at the end of the year. She was asking the board to consider three options: 1) sending out a Request for Qualifications (RFQ) for a new 3-year contract; 2) extending the current engineering contract by one year; 3) look into hiring an in-house engineer. Derek Frederickson of Engineering

Resources Inc. said there is enough engineering work to warrant an in-house engineer. He presented the council with a summary of hours and noted that it would take about four employees to cover all of the tasks his firm currently undertakes for the town. Walker said hiring someone in-house would be difficult to do over the remaining three months of the year and that this option would be best to further examine in 2026. Board members agreed to have her send out an RFQ for a new 3-year contract.

- The water tower project is making progress as steel crews are set to begin assembling the base soon. The project is set for completion in the summer of 2026.
- The construction project at the wastewater treatment plant is going well and not interfering with current day-to-day operations.
- The City of Fort Wayne has submitted its contract for emergency utility connections. The town's legal team is reviewing the document, and a report will be sent to council once the review is complete.

Outside of items listed under Board Action, Clerk-Treasurer Ryan Schwab had no further report.

Outside of items listed under Board Action, Derek Frederickson of Engineering Resources had no further report.

Michael Hawk had no report.

PUBLIC COMMENT

None were brought forth.

Tony Ramey made a motion to adjourn. Dan Roy seconded. Motion passed with a voice vote, and the meeting was adjourned at 5:50 p.m.

Attest: _____

Anthony Ramey
President

Ryan Schwab
Clerk Treasurer

**SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAINS IN -THE
FENS - A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAIN ("Special Contract"), executed as of this ____ day of _____, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its **UTILITY SERVICE BOARD** (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY, (the "Utility"), a municipal sewer utility, and **GRE DEVELOPMENT, LLC**, ITS AFFILIATES AND ASSIGNS, hereinafter (the "Developer") and **SIH, LLC**, ITS AFFILIATES AND ASSIGNS, hereinafter (the "Owner").

WITNESSETH:

WHEREAS, **SIH, LLC**, either has under contract the right to purchase, owns, or controls Real Estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate") which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **The Fens** (the "Development"), as depicted in **Exhibit B** which will be residential subdivisions platted which the USB conditionally approved on November 4, 2022, for seven hundred and thirty-six (736) equivalent residential units ("ERUs"); and

WHEREAS, through planning efforts by the Town and Developer, the number of ERU's may potentially increase by forty (40) additional ERU's for a total of not to exceed seven hundred and seventy-six (776) equivalent residential units ("ERUs"); subject to the Developer making a full application according to submittal requirements and the subsequent approval by the USB, which will be acted upon in good faith by the USB, and be subject to appropriate conditions which will include but not be limited to a voluntary annexation of the real estate in the Development which is not currently within the municipal boundaries of the Town; and

WHEREAS, the Utility is a municipal utility with an Exclusive Sewer Service Territory ("SST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sewer service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive collection system, and the fact that heretofore no sanitary sewage disposal facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's SST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewer disposal facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer mains by private contractors approved by the Utility, which approval shall not be unreasonably withheld beyond a period of thirty (30) days after the Developer supplies the Utility with the name of the contractor that Developer proposes to use, or seven (7) days after contractor responds to the Utilities last request for information, whichever is later; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections beyond what is needed for the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The Utility hereby agrees to allow the extension of sanitary sewage disposal facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.
2. Construction of the Development Collection System.
 - a. Local Collection System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary main and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of a sewer main to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal services in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
 - b. Phased Development. The parties acknowledge that the Local System may be constructed in phases. In accordance with the Town's Development Ordinance, and the

Commission's main extension rule 170 IAC 8.5-4-28(b) the Local Systems shall be constructed to comply with the Commission's main extension rules above referenced for each phase. The Local Plan for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST, all as may be amended from time to time, and with the Local Plan. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 3 for the proposed main extensions.
 - d. Technical Review. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for sanitary sewage disposal utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Article 3 for the proposed sanitary sewer main extension.
3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer will be eligible for a Construction Release conditioned upon the following:
 - a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - b. Provide a copy of the IDEM Sanitary Sewer Construction Permit and any other permits needed as required by law.
 - c. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sanitary sewer main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place

at the time of final development approval for the phase to be constructed. Developer shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Development Collection System or phase thereof, to allow the Utility to determine any additional inspection fees due and to properly account for the cost of the Development Collection System.

5. Maintenance Bond. Upon substantial completion of construction of the sanitary sewer main extension, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the phase to be constructed. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.
6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Collection System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements.
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are

found to consistently not meet the Town standards or adhere to the provided schedule.

- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown, which Huntertown shall provide within a reasonable time.
- f. Provide written confirmation of passing test reports for all sewer infrastructure.

7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.

8. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.

9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

10. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

- a. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer Mains and Facilities.
- b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
- d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

11. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

- a. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- b. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and all matters related thereto, which failure persists for more than thirty (30) days;
- c. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- d. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- e. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

12. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance,

and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, this Special Contract does not supersede previously written technical review comments or written conditions imposed by the USB.
14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:
Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer:
GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

The Owner:
SIH, LLC
c/o Joseph L. Zehr
10808 La Cabreah Ln.
Fort Wayne, IN 46845

Notice delivered to the Developer's and/or the Owner's address above shall be deemed notice to the Developer and/or the Owner, respectively.

15. Successors. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
16. No Waiver; Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD

By: _____
Tony Ramey, President

By: _____
Dan Roy, Member

By: _____
Mike Stamets, Member

GRE Development, LLC

By: Brian Brown
Brian Brown, Managing Member

SIH, LLC

By: Joseph L. Zehr
Joseph L. Zehr, Member

ATTACH LEGAL DESCRIPTION(Exhibit "A"), and depiction of The FENS (Exhibit "B").

EXHIBIT A

March 21, 2022

**North Eastern Development Corp.
Hathaway & Bethel Roads
Fort Wayne, IN
Shank Property – Total Perimeter**

Legal Description:

Prepared by Duane A. Brown, LS #80040337, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001, Plat of Survey #32-11-24-01.

A tract of land located in the Southwest, Northwest, Northeast, and Southeast Quarters of Section 24, T32N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Harrison Marker in the Southwest corner of said Southwest Quarter; Thence North 00 Degrees 46 Minutes 37 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 2647.19 feet along the West line of said Southwest Quarter to a Rebar Stake in the Northwest corner thereof, the **TRUE POINT OF BEGINNING**; Thence North 00 Degrees 58 Minutes 07 Seconds West, a distance of 1387.06 feet along the West line of said Northwest Quarter to a Magnail in the Southwest corner of the tract of land described in the conveyance to Walter C. III and Karen E. Cooper in Allen County Document No. 2011026151 (being 1323.08 feet South 00 Degrees 58 Minutes 07 Seconds East from a Harrison Marker in the Northwest corner of said Northwest Quarter); Thence North 89 Degrees 01 Minutes 14 Seconds East, a distance of 1334.25 feet along the South line of said Cooper tract and along the South line of the tracts of land described in the conveyances to Steven T. Freiburger (Document No. 920014501) and Robert E. and Tracia J. Gregory (Document No. 2018009041) to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner of said Gregory tract; Thence North 00 Degrees 52 Minutes 10 Seconds West, a distance of 1265.47 feet along the West line of the East half of said Northwest Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner thereof (being 1336.46 feet North 88 Degrees 44 Minutes 51 Seconds East from a Harrison Marker in the Northwest corner of said Northwest Quarter); Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 1086.45 feet along the North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of and described in the conveyance to Rod A. and Christine M. Pranger in Allen County Document No. 920020949; Thence South 00 Degrees 46 Minutes 15 Seconds East, a distance of 148.50 feet along the West line of said Pranger tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 220.00 feet along the South line of said Pranger tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof; Thence North 00 Degrees 46 Minutes 15 Seconds West, a distance of 148.50 feet along the East line of said Pranger tract to a Marker Spike with Tag (FIRM 0042) in

the Northeast corner thereof; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 30.00 feet along the North line of said Northwest Quarter to a Harrison Marker in the Northeast corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 1067.00 feet along North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to Nicholas A. And Julie C. Niman in Allen County Document No. 2017025949 (hereafter described as "Niman #1"); Thence along the West line of said Niman #1 tract for the following courses and distances:

South 01 Degrees 39 Minutes 56 Seconds East for 140.77 feet to a Rebar Stake with Cap (FIRM 0042), North 86 Degrees 33 Minutes 27 Seconds East for 59.06 feet to a Rebar Stake with Cap (Updike), and South 00 Degrees 37 Minutes 04 Seconds West for 53.00 feet to a Rail Road Spike in the Southeast corner thereof (also being the Westernmost corner of the tract of land described in the conveyance to Nicholas A. And Julie C. Niman in Allen County Document No. 2019006530 [hereafter described as "Niman #2"]);

Thence South 58 Degrees 59 Minutes 42 Seconds East, a distance of 29.93 feet along the South line of said Niman #2 tract to a Rebar Stake with Cap (FIRM 0027); Thence North 76 Degrees 00 Minutes 42 Seconds East, a distance of 198.04 feet along the South line of said Niman #2 tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof; Thence North 01 Degrees 50 Minutes 05 Seconds West, a distance of 166.00 feet along the East line of said Niman #2 tract to a Marker Spike with Tag (FIRM 0042) in the Northeast corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 422.61 feet along the North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to David B. and Mariann Tindall in Allen County Document No. 2021061907 (being 910.90 feet South 88 Degrees 17 Minutes 23 Seconds West from a #5 Rebar Stake in the Northeast corner of said Northeast Quarter); Thence South 01 Degrees 15 Minutes 21 Seconds East, a distance of 360.00 feet along the West line of said Tindall tract to a Rebar Stake in the Southwest corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 242.00 feet along the South line of said Tindall tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof; Thence South 01 Degrees 15 Minutes 21 Seconds East, a distance of 2299.04 feet along the West line of the East half of the West half of said Northeast Quarter (also being the West line of the tract of land described in the conveyance to Dianna Shank in Allen County Document No. 750004374) to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 16 Minutes 33 Seconds East, a distance of 676.41 feet along the North line of said Southeast Quarter to a Rebar Stake in the Northeast Corner thereof; Thence South 01 Degrees 26 Minutes 53 Seconds East, a distance of 2342.85 feet along the East line of said Southeast Quarter to a Rebar Stake with Cap (FIRM 0042) in the Northeast corner of the tract of land described in the conveyance to Trant D. Talbott in Allen County Document No. 2013049668 [being 299.89 feet North 01 Degrees 26 Minutes 53 Seconds West from a Marker Spike with tag (FIRM 0042) in the Southeast corner of said Southeast Quarter]; Thence South 88 Degrees 24 Minutes 34 Seconds West, a

distance of 1339.85 feet along the North line of said Talbott tract and the North line of the tracts of land described in the conveyances to Trent D. Talbott (Document No. 204046920) and Dorthy A. Rayford (Document No. 2013049665) to a Rebar Stake with Cap (Frisinger) in the Northwest corner of said Rayford tract; Thence South 02 Degrees 10 Minutes 56 Seconds East, a distance of 275.61 feet along the West line of said Rayford tract to a Rebar Stake with Cap (Ruckel) in the Northeast corner of the tract of land described in the conveyance to the County of Allen, Indiana in Allen County Document No. 204016056; Thence South 88 Degrees 22 Minutes 44 Seconds West, a distance of 1364.41 feet along the North line of said County of Allen tract to Rebar Stake with Cap (FIRM 0042) in the Northwest corner thereof (being 25.00 feet North 01 Degrees 10 Minutes 09 Seconds West from a Magnail in the Southwest corner of said Southeast Quarter); Thence North 01 Degrees 10 Minutes 09 Seconds West, a distance of 1300.86 feet along the East line of the tracts of land described in the conveyances to Jon H. Smith, et al (Document No. 2012021969) and to Jon H. and Mary E. Smith (Document No. 990000367) to a Rail Road Iron in the Northeast corner of said Jon H. And Mary E. Smith tract; Thence South 88 Degrees 38 Minutes 33 Seconds West, a distance of 1349.59 feet along the North line of said Jon H. And Mary E. Smith tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner of the Northeast Quarter of said Southwest Quarter; Thence North 01 Degrees 09 Minutes 49 Seconds West, a distance of 1321.23 feet along the West line of the Northeast Quarter of said Southwest Quarter to a Rebar Stake with Cap (FIRM 0042) in the Northwest Quarter thereof; Thence South 89 Degrees 02 Minutes 24 Seconds West, a distance of 1331.85 feet along the South line of said Northwest Quarter to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM the following described tract of land:

COMMENCING at a Harrison Marker in the Northeast corner of the Northwest Quarter of Section 24, Township 32 North, Range 11 East; Thence South 00 Degrees 46 Minutes 15 Seconds East, a distance of 257.56 feet along the East line of said Northwest Quarter; Thence South 01 Degrees 08 Minutes 03 Seconds East, a distance of 1066.41 feet along the East line of a Thirty (30) foot Roadway Easement described in Allen County Document No. 78-3462 (see also Document No. 2010051927); Thence South 88 Degrees 44 Minutes 47 Seconds West, a distance of 30.00 feet to the Northeast corner of the tract of land described in the conveyance to Andrew J. and Audrey L. Ryan in Allen County Document No. 2017029462, the **POINT OF BEGINNING**; Thence South 88 Degrees 44 Minutes 47 Seconds West, a distance of 200.00 feet along the North line of said Ryan tract to a #5 Rebar Stake in the Northwest corner thereof; Thence South 01 Degrees 08 Minutes 03 Seconds East, a distance of 396.00 feet along the West line of said Ryan tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 44 Minutes 47 Seconds East, a distance of 200.00 feet along the South line of said Ryan tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof; Thence North 01 Degrees 08 Minutes 03 Seconds West, a distance of 396.00 feet along the East line of said Ryan tract to the **POINT OF BEGINNING**, said tract containing 1.818 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record;

said tract containing 435.408 Acres, more or less, after said exception, and being subject to all public road rights-of-way and to all easements of record. A survey of said tract being represented by Plat of Survey #32-11-24-01 as prepared by D.A. Brown Engineering Consultants, Inc., 5491 County Road 427, PO Box 389, Auburn, Indiana 46706.

EXHIBIT B

Shank Property

Boundary Exhibit

NW Cor NW Qtr

Sec 24, T32N, R11E

Harrison Marker Fnd -0.8'

Control Mon't

NW Cor NE Qtr Sec 24, T32N, R11E

Harrison Marker Fnd -0.9'

Control Mon't

N Line NW Quarter

N Line NE Quarter

Control Mon't

N Line NE Quarter

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Control Mon't

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Control Mon't

S0°37'04"W 53.00ft

N86°33'27"E 59.06ft

S1°39'56"E 140.77ft

S0°46'15"E 148.50ft

N88°17'23"E 106.70ft

N0°46'15"W 148.50ft

S0°46'15"E 257.56ft

S1°08'03"E 1066.41ft

N0°46'15"W 2659.81ft

S88°44'47"W 30.00ft

POB - Exception

N1°08'03"W 396.00ft

Exception 1.818AC±

W Line NE Quarter

NW Cor SE Qtr

Sec 24, T32N, R11E

Rail Road Iron Fnd

Control Mon't

2029.23ft

S1°15'21"E 2299.04ft

S88°16'33"W 2705.64ft

N Line SE Quarter

NE Cor SE Qtr

Sec 24, T32N, R11E

#4 Rebar Fnd +0.6'

Control Mon't

676.41ft

S1°26'53"E 2642.74ft

E Line Southeast Quarter

2342.85ft

S1°26'53"E 2642.74ft

E Line Southeast Quarter

299.89ft

S2°10'56"E 275.61ft

N88°22'44"E 2700.85ft

S Line

Southeast Quarter

Control Mon't

299.89ft

S2°10'56"E 275.61ft

N88°22'44"E 2700.85ft

S Line

Southeast Quarter

Control Mon't

299.89ft

NE Cor NE Qtr

Sec 24, T32N, R11E

#5 Rebar Fnd -1.0'

Control Mon't

242.00ft

N88°17'23"E 242.00ft

E Line Northeast Quarter

2675.61ft

S1°15'21"E 2675.61ft

E Line Northeast Quarter

910.90ft

S1°15'21"E 2675.61ft

E Line Northeast Quarter

2675.61ft

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S1°15'21"E 2675.61ft

NE Cor NE Qtr

Sec 24, T32N, R11E

#5 Rebar Fnd -1.0'

Control Mon't

242.00ft

N88°17'23"E 242.00ft

E Line Northeast Quarter

2675.61ft

S1°15'21"E 2675.61ft

E Line Northeast Quarter

910.90ft

S1°15'21"E 2675.61ft

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S1°15'21"E 2675.61ft

NE Cor NE Qtr

Sec 24, T32N, R11E

#5 Rebar Fnd -1.0'

Control Mon't

242.00ft

N88°17'23"E 242.00ft

E Line Northeast Quarter

2675.61ft

S1°15'21"E 2675.61ft

E Line Northeast Quarter

910.90ft

S1°15'21"E 2675.61ft

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S1°15'21"E 2675.61ft

NE Cor NE Qtr

Sec 24, T32N, R11E

#5 Rebar Fnd -1.0'

Control Mon't

242.00ft

N88°17'23"E 242.00ft

E Line Northeast Quarter

2675.61ft

S1°15'21"E 2675.61ft

E Line Northeast Quarter

910.90ft

S1°15'21"E 2675.61ft

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2675.61ft

S1°15'21"E 2675.61ft

NE Cor NE Qtr

Sec 24, T32N, R11E

**SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN CROSSING AT
THE FENS, SECTION I – A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special Contract"), executed as of this ____ day of _____, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its **UTILITY SERVICE BOARD** (the "USB"), which operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal water utility, and **GRE DEVELOPMENT, LLC**, hereinafter (the "Developer").

WITNESSETH:

WHEREAS, **SIH, LLC**, is the owner of real estate in the Town, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate") which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Crossing at The Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of sixty (60) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated

herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Distribution Systems.

A. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.

B. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

C. Technical Review. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility

following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:

A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.

B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.

C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.

4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.

5. Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development

approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:

A. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.

B. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements

C. Provide a Maintenance Bond as specified in section 5 hereof.

D. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.

E. Secure a written confirmation of satisfactory Final Inspections by Huntertown.

F. Provide written confirmation of passing test reports for all water infrastructure.

7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.

8. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.

9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local

System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

10. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

A. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Water Mains and Facilities.

B. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.

C. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and

D. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

11. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;

B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to public water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;

C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;

D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;

E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;

B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;

C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and

D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

12. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer:

GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

15. Successors. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

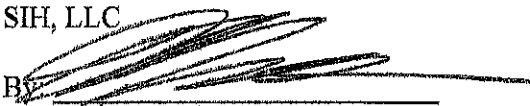
TOWN OF HUNTERTOWN,
UTILITY SERVICE BOARD

GRE Development, LLC

By: _____
Tony Ramey, President

By: _____
Brian Brown, Managing Member

By: _____
Dan Roy, Member

SIH, LLC
By: 
Joseph L. Zehr Member

By: _____
Mike Stamets, Member

Insert Legal Description -Exhibit "A"
Depiction, Exhibit "B".

EXHIBIT A

August 4, 2025

North Eastern Development Corp.

The Fens Development

Hathaway & Bethel Roads

Fort Wayne, IN

Crossing at the Fens - Section I

Legal Description:

A tract of land located in the Northwest Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Daniel A. Brown, PS #20400013, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

BEGINNING at a Number 6 Rebar in the Southwest corner of said Northwest Quarter; Thence North 00 Degrees 58 Minutes 07 Seconds West, (Indiana State Plane Coordinate System East, Zone-GPS Grid Basis of Bearings), a distance of 603.23 feet along the West, line of said Northwest Quarter; Thence North 89 Degrees 01 Minutes 53 Seconds East, a distance of 246.00 feet; Thence South 86 Degrees 41 Minutes 53 Seconds East, a distance of 80.58 feet; Thence North 89 Degrees 01 Minutes 53 Seconds East, a distance of 166.48 feet; Thence North 86 Degrees 11 Minutes 39 Seconds East, a distance of 50.16 feet; Thence North 83 Degrees 34 Minutes 27 Seconds East, a distance of 217.52 feet; Thence North 73 Degrees 29 Minutes 59 Seconds East, a distance of 187.91 feet; Thence North 57 Degrees 17 Minutes 15 Seconds East, a distance of 15.86 feet; Thence South 32 Degrees 42 Minutes 45 Seconds East, a distance of 25.11 feet; Thence North 52 Degrees 25 Minutes 48 Seconds East, a distance of 144.86 feet; Thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 225.00 feet, having a chord bearing of South 35 Degrees 42 Minutes 16 Seconds East, and a chord distance of 14.65, having a central angle of 03 Degrees 43 Minutes 53 Seconds and an arc length of 14.65; Thence North 56 Degrees 09 Minutes 41 Seconds East, a distance of 200.08 feet; Thence North 32 Degrees 42 Minutes 45 Seconds West, a distance of 13.86 feet; Thence North 50 Degrees 56 Minutes 40 Seconds East, a distance of 225.00 feet; Thence North 59 Degrees 14 Minutes 42 Seconds East, a distance of 200.00 feet; Thence North 26 Degrees 31 Minutes 00 Seconds East, a distance of 117.90 feet; Thence South 80 Degrees 37 Minutes 29

Seconds East, a distance of 285.53 feet; Thence South 10 Degrees 32 Minutes 59 Seconds East, a distance of 139.02 feet; Thence South 33 Degrees 22 Minutes 31 Seconds West, a distance of 536.54 feet; Thence South 09 Degrees 54 Minutes 56 Seconds West, a distance of 339.30 feet; Thence South 47 Degrees 46 Minutes 32 Seconds West, a distance of 350.00 feet; Thence South 89 Degrees 02 Minutes 24 Seconds West, a distance of 1331.85 feet along the South line of said Northwest Quarter to the point of beginning, said tract containing 29.218 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B

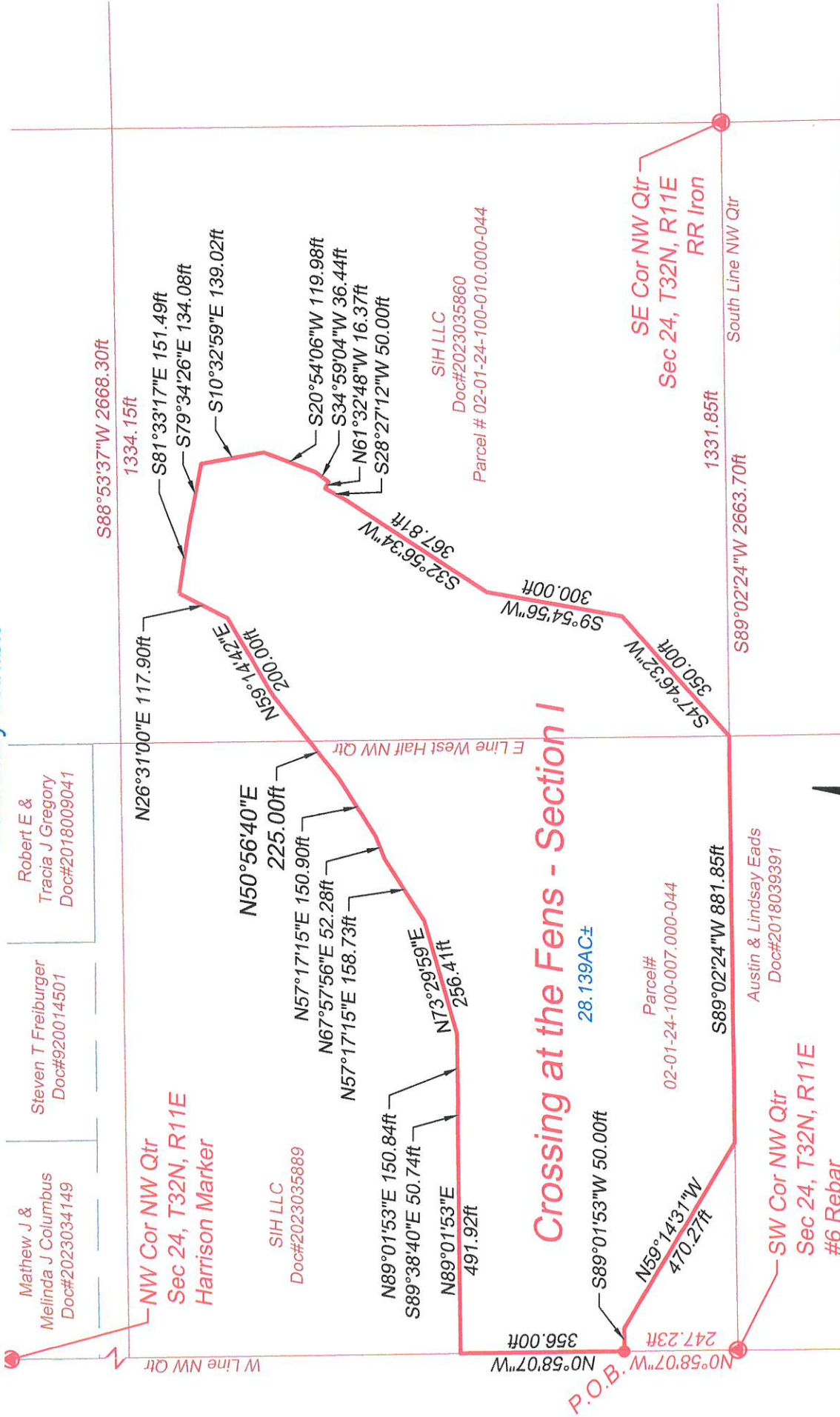
Crossing at The Fens Section I

Boundary Exhibit

Mathew J &
Melinda J Columbus
Doc#2023034149

Steven T Freiburger
Doc#920014501

Robert E &
Tracia J Gregory
Doc#2018009041



This drawing is not intended to be represented as a Retracement or Original Boundary Survey, a Route Survey, or a Surveyor Location Report as defined in 865 IAC 1-12.



DABEC
D.A. Brown Engineering Consultants
5491 County Road 427, PO Box 389, Auburn, IN 46706
Phone: (260) 925-1212
www.dabrowengineering.com
Job No: 2112-01A

**SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN RIDGE AT THE
FENS, SECTION I – A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special Contract"), executed as of this ____ day of _____, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its **UTILITY SERVICE BOARD** (the "USB"), which operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal water utility, and **GRE DEVELOPMENT, LLC**, hereinafter (the "Developer").

WITNESSETH:

WHEREAS, **SIH, LLC**, is the owner of real estate in the Town, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate") which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Ridge at The Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of thirty-five (35) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has proposed that the Developer upsize the proposed infrastructure to accommodate connections beyond the Development, and agrees, subject to final technical review and Developer approval, to pay for the requested upsizing after the cost of which is further agreed to between the Developer's Contractor and the Utility;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Distribution Systems.

A. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.

B. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

C. Technical Review. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:

A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.

B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.

C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.

4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.

5. Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's

Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:

A. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.

B. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements

C. Provide a Maintenance Bond as specified in section 5 hereof.

D. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.

E. Secure a written confirmation of satisfactory Final Inspections by Huntertown.

F. Provide written confirmation of passing test reports for all water infrastructure.

7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.

8. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.

9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

10. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

A. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Water Mains and Facilities.

B. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.

C. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and

D. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

11. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;

B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to public water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;

C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of

all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;

D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;

E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;

B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;

C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and

D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

12. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the

terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer:

GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

15. Successors. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of

SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN,
UTILITY SERVICE BOARD

By: _____
Tony Ramey, President

By: _____
Dan Roy, Member

By: _____
Mike Stamets, Member

GRE Development, LLC

By: Brian Brown
Brian Brown, Managing Member

SIH, LLC

By: Joseph L. Zehr
Joseph L. Zehr, Member

Insert Legal Description -Exhibit "A"
Depiction, Exhibit "B".

EXHIBIT A

August 4, 2025

**North Eastern Development Corp.
The Fens Development
Hathaway & Bethel Roads
Fort Wayne, IN
Ridge at the Fens - Section I
Legal Description:**

A tract of land located in the Northwest Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Daniel A. Brown, PS #20400013, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

COMMENCING at a Harrison Marker in the Northeast corner of said Northwest Quarter; Thence South 88 Degrees 44 Minutes 51 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 517.65 feet along the North line of said Northwest Quarter to the **TRUE POINT OF BEGINNING**; Thence South 01 Degrees 15 Minutes 09 Seconds East, a distance of 290.00 feet; Thence South 88 Degrees 44 Minutes 51 Seconds West, a distance of 6.12 feet; Thence South 01 Degrees 15 Minutes 09 Seconds East, a distance of 187.00 feet; Thence South 37 Degrees 44 Minutes 46 Seconds East, a distance of 16.17 feet; Thence South 01 Degrees 14 Minutes 21 Seconds East, a distance of 601.01 feet; Thence South 45 Degrees 11 Minutes 09 Seconds West, a distance of 125.03 feet; Thence South 25 Degrees 02 Minutes 26 Seconds West, a distance of 150.00 feet; Thence North 64 Degrees 57 Minutes 34 Seconds West, a distance of 330.00 feet; Thence North 25 Degrees 02 Minutes 26 Seconds East, a distance of 136.00 feet; Thence North 11 Degrees 29 Minutes 16 Seconds West, a distance of 79.99 feet; Thence North 00 Degrees 10 Minutes 29 Seconds West, a distance of 925.00 feet; Thence North 01 Degrees 15 Minutes 09 Seconds West, a distance of 40.00 feet; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 386.12 feet along the North line of said Northwest Quarter to the **POINT OF BEGINNING**, said tract containing 11.205 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B

Ridge at The Fens

Boundary Exhibit

NW Cor NW Qtr
Sec 24, T32N, R11E
Harrison Marker

NE Cor NW Qtr
Sec 24, T32N, R11E
Harrison Marker

N88°44'51"E 2672.91ft

N88°44'51"E 386.12ft

S88°44'51"W 517.65ft

N Line Northeast Quarter

N1°15'09"W 40.00ft

Rod A. &
Christine M. Pranger
Doc#920020949

Manuel G. &
Jennifer L. Garcia
Doc#202026813

W Line E Half NW Qtr

N0°10'29"W 925.00ft

S1°15'09"E 290.00ft

S1°15'09"E 187.00ft

S88°44'51"W 6.12ft

S37°44'46"E 16.17ft

Ridge at
The Fens
11.205AC±

Robert E. &
Tracia J. Gregory
Doc#2018009041

S0°52'10"E 1326.49ft

N11°29'16"W 79.99ft

N25°02'26"E 136.00ft

N64°57'34"W 330.00ft

S45°11'09"W 125.03ft

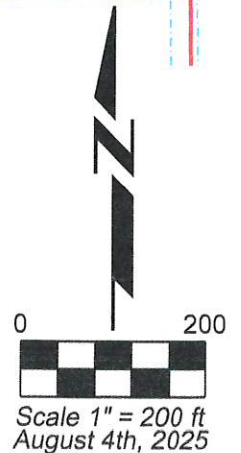
S25°02'26"W 150.00ft

N88°53'37"E 1334.15ft

DABEC
D.A. Brown Engineering Consultants
5491 County Road 427, PO Box 389, Auburn, IN 46706
Phone: (260) 925 - 2020 Fax: (260) 925 - 1212
www.dabrowengineering.com

Job No: 2112-01

This drawing is not intended to be represented as a
Retracement or Original Boundary Survey, a Route Survey,
or a Surveyor Location Report as defined in 865 IAC 1-12.



K:\2021\2112-01\Bndry\Exhibit_Ridge_Bdry.dwg, Saved by: sierrap, 8/4/2025 2:36:10 PM, 1:1

**SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN BROOK AT THE
FENS – SECTION I– A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special Contract"), executed as of this _____ day of _____, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its **UTILITY SERVICE BOARD** (the "USB"), which operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal water utility, and **GRE DEVELOPMENT, LLC**, hereinafter (the "Developer").

WITNESSETH:

WHEREAS, **GRE DEVELOPMENT, LLC**, is the owner of real estate in the Town, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate") which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Brook at the Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of thirty-seven (37) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated

herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Distribution Systems.

A. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.

B. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Hometown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

C. Technical Review. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility

following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:

A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.

B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.

C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.

4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.

5. Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development

14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer:

GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

15. Successors. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN,
UTILITY SERVICE BOARD

GRE Development, LLC

By: _____
Tony Ramey, President

By: Brian Brown
Brian Brown, Managing Member

By: _____
Dan Roy, Member

By: _____
Mike Stamets, Member

Insert Legal Description -Exhibit "A"
Depiction, Exhibit "B".

EXHIBIT A

August 29, 2025

North Eastern Development Corp.
The Fens Development
Hathaway & Bethel Roads
Fort Wayne, IN
Brook at the Fens - Section I
Parcel 2 - West (SIH to GRE)

Legal Description:

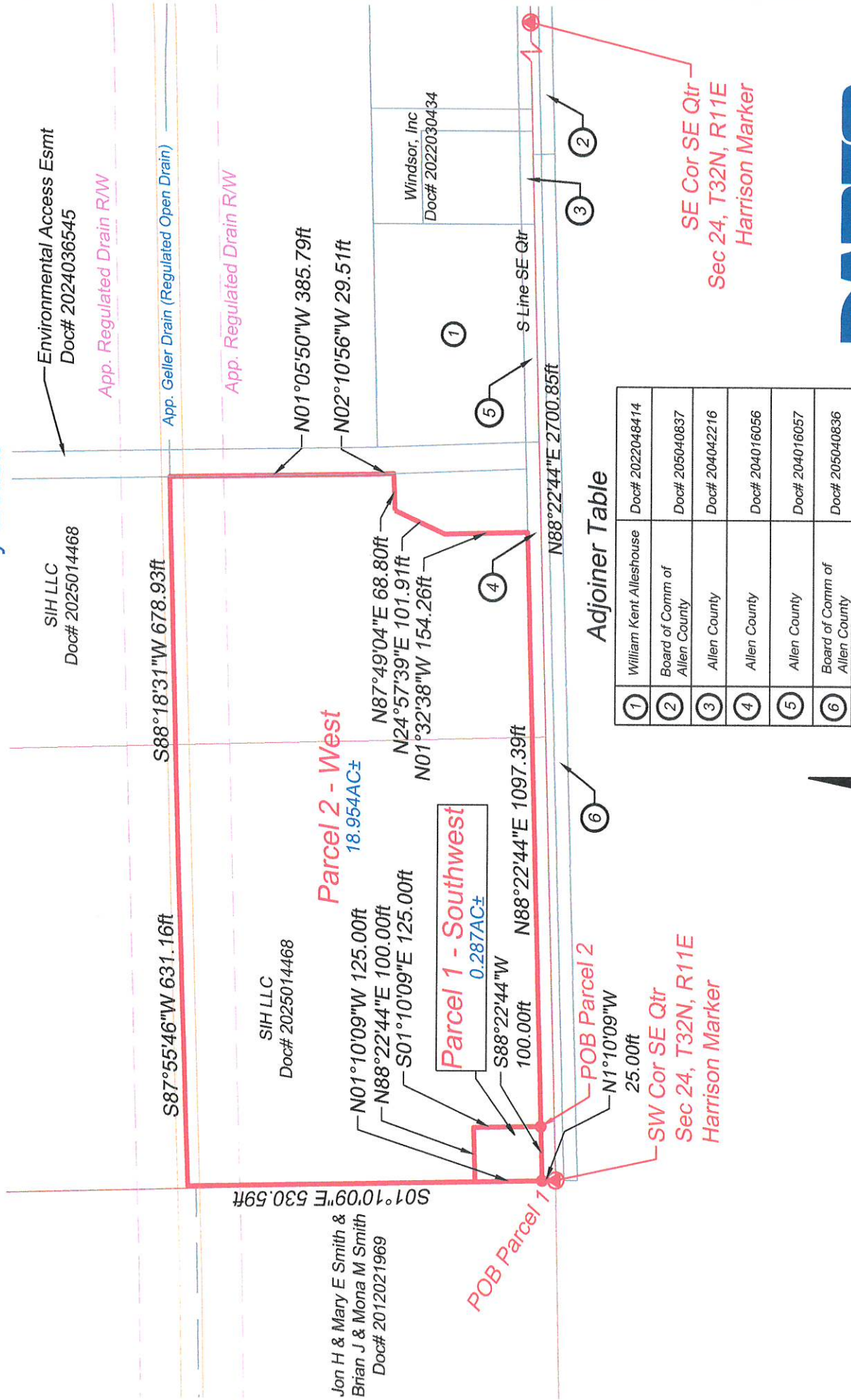
A tract of land located in the Southeast Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Duane A. Brown, LS #80040337, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

COMMENCING at a Harrison Marker situated in the Southwest corner of said Southeast Quarter; Thence North 01 Degrees 10 Minutes 09 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 25.00 feet along the East line of the tract of land described in the conveyance to Jon H. & Mary E. Smith et al to a Rebar stake with cap (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to the County of Allen, Indiana in Allen County Document No. 204016056; Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 100.00 feet along the North line of said County of Allen tract to the **TRUE POINT OF BEGINNING**; Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 1097.39 feet along the North line of said County of Allen tract; Thence North 01 Degrees 32 Minutes 38 Seconds West, a distance of 154.26 feet; Thence North 24 Degrees 57 Minutes 39 Seconds East, a distance of 101.91 feet; Thence North 87 Degrees 49 Minutes 04 Seconds East, a distance of 68.80 feet; Thence North 02 Degrees 10 Minutes 56 Seconds West, a distance of 29.51 feet along the West line of an Environmental Access Easement as described in Allen County Document No. 2024036545; Thence North 01 Degrees 05 Minutes 50 Seconds West, a distance of 385.79 feet along the West line of said Environmental Access Easement; Thence South 88 Degrees 18 Minutes 31 Seconds West, a distance of 678.93 feet; Thence South 87 Degrees 55 Minutes 46 Seconds West, a distance of 631.16 feet; Thence South 01 Degrees 10 Minutes 09 Seconds East, a distance of 530.59 feet along the East line of the Smith tract referenced above; Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 100.00 feet; Thence South 01 Degrees 10 Minutes 09 Seconds East, a distance of 125.00 feet to the **POINT OF BEGINNING**, said tract containing 18.954 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B

The Brook at The Fens

West & Southwest Parcels Boundary Exhibit



Adjoiner Table

①	William Kent Alleshouse	Doc# 2022048414
②	Board of Comm of Allen County	Doc# 205040837
③	Allen County	Doc# 204042216
④	Allen County	Doc# 204016056
⑤	Allen County	Doc# 204016057
⑥	Board of Comm of Allen County	Doc# 205040836



Scale 1" = 250 ft
August 28th, 2025

This drawing is not intended to be represented as a Retracement or Original Boundary Survey, a Route Survey, or a Surveyor Location Report as defined in 865 IAC 1-12.

DABEL
 D.A. Brown Engineering Consultants
 5491 County Road 427, PO Box 389, Auburn, IN 46706
 Phone: (260) 925 - 2020 Fax: (260) 925 - 1212
 www.dabrowengineering.com
 Job No: 2112-01



Town of Huntertown - 2025

15617 Lima Road * PO Box 95 * Huntertown, IN 46748

Phone (260)637-5058 * www.huntertown.org * Fax (260)637-5891

Existing Septic? NO

Existing Well? NO

HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services must be submitted at least **30 days** before the next scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

Request For:

New Water / Sewer Service ☒ X
Water Main Extension ☐
Sewer Main Extension ☐

Property Owner Information:

Name: Gregory Hand
Address: 14823 Lima Rd, Fort Wayne, IN 46818
Phone: (260) 341-9075
E-mail: Gregoryhand37@gmail.com

Developer / Responsible Party:

Company: N-G Construction LP
Contact Person: Mel Graber
Address: 11622 Antwerp Rd, Grabill IN, 46741
Phone: (260) 433-5727
E-mail: _____

Engineer Information:

Company: Same as Developer
Contact Person: _____
Address: _____
Phone: _____
e-mail: _____

Single Lot / Service:

Number of Bedrooms 1
Number of Bathrooms 2

Property Owner / Development Name:

Gregory Hand

Location / Address: 4343 Hathaway Road, Fort Wayne, IN 46818

Number of Sewer Connections: 1

Number of Water Connections: 1



Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

¹ Technical review and approval required by the Town Utility Superintendent or town designated representative.





Town of Huntertown - 2024

15617 Lima Road * PO Box 95 * Huntertown, IN 46748

Phone (260)637-5058 * www.huntertown.org * Fax (260)637-5891

HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services must be submitted at least **30 days** before the next scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

Request For:

☒ New Water/ Sewer Service

☐ Water Main Extension

☐ Sewer Main Extension

Property Owner Information:

Name: Lakes of Simon Creek, LLC

Address: 1020 Woodland Plaza Run

Phone: Fort Wayne IN 46825

E-mail: KHartman@graniteridgebuilders.com

Developer / Responsible Party:

Company: Lakes of Simon Creek, LLC

Contact Person: Kathleen Hartman

Address: 1020 Woodland Plaza Run

Phone: 260-490-1417

E-mail: kHartman@graniteridgebuilders.com

Engineer Information:

Company: D. A. Brown Engineering Consultants

Contact Person: David Brown, PE

Address: 5491 County Road 427, Auburn, IN 46706

Phone: (260) 925-2020

e-mail: davidb@dabrownengineering.com

Single Lot / Service:

Number of Bedrooms

Number of Bathrooms

Existing Well? Y/N

Existing Septic? Y/N

Property Owner / Development Name:

Simon Lake Estates - Section i

Location / Address: East of the intersection of Simon Road and Lima Road

Number of Sewer Connections: 51

Number of Water Connections: 51

Kathleen Hartman

9/29/2025

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

GENERAL APPLICATION PROCEDURES:

- I. Preliminary Meeting with Town Representative:
 - a. Applicant requests service / fills out the application at Town Hall.

¹ Technical review and approval required by the Town Utility Superintendent or town designated representative.

Date: 10/02/25



Statutory/Senate Utility:
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

Water Utility:
Hudson
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

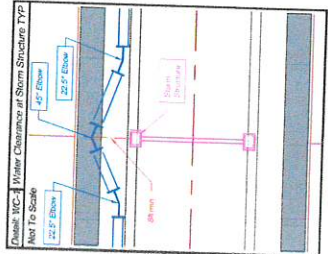
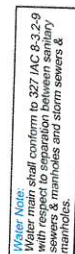
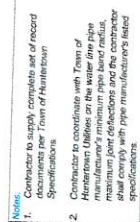
Drainage Approval:
Allen County Supervisors Office
Allen County Supervisors
Hudson Street
Scale 350
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

Public Works:
Allen County Supervisors Office
Allen County Supervisors
Hudson Street
Scale 350
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

Transportation:
Allen County Highway Dept
Allen County Highway
Hudson Street
Scale 350
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

Planning/Development Approval:
Allen County Dept of Planning Services
Allen County Dept
Hudson Street
Scale 350
P.O. Box 189
Hudson, NJ 07430
Call: 201-671-4678
Fax: 201-671-5003

Note: According to the Flood Insurance Rate Map (FIRM) Numbered 18003 C 0045G & Effective Date August 3, 2009, the herein described real estate is located in the unshaded Zone X, noted as areas determined to be outside of the 0.2% annual chance floodplain.





October 23, 2025

David Brown, PE
D. A. Brown Engineering Consultants
5491 County Road 427
Auburn, IN 46706

RE: Simon Lake Estates, Section 1
Water and Sewer Utility Review - 51 Lots
Plans Submitted 10/3/2025

☐ Approved ☐ Approved as Noted ☒ Revise and Resubmit

At the Request of the Town of Huntertown, our office has completed a review of the water and sewer utilities proposed for the above referenced project. Modifications to the plans are needed to comply with "the Town of Huntertown Standards and Specifications" as amended on August 7, 2023 and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed water and sewer main construction. Please address all comments and resubmit to our office at your earliest convenience. An electronic submittal is acceptable.

GENERAL COMMENTS / DESIGN REVIEW

1. Town Council approval required for water and sewer service outside the Corporate Limits of Huntertown. Additionally, prior to review approval, submit a petition for voluntary annexation. If the parcel does not meet minimum requirements for annexation, special consideration is required by the Council to advance the application. Final Secondary plat approval will not be signed until the voluntary annexation is complete.
2. The conditional USB approval of 51 Lots will be reserved for 2 years to start construction.
3. Execute a special contract between the Developer and the Town for this subdivision.
4. Provide the routing form from the Allen County Department of Planning Services.
5. For Town Capacity Certification signature, update and resubmit IDEM Application for Sanitary Sewer Construction Permit:
 - a. Page 2 of 6, "Force Main Pipe and Low Pressure Sewer":
 - i. Check the "Applicable" box.
 - ii. Installation method should be Directional Drill in lieu of Open Cut.
 - b. Page 3 of 6, "Lift Station", Correct item #5 to include pump rate and TDH.
6. Applicant needs to provide written confirmation from IDEM for receipt of their NOI water application submission.
7. Secondary Plat: Provide plat signing area for Town Council and Clerk Treasurer. Consult Town manager for list of names.
8. It is noted that the offsite lift station, force main, sanitary sewer and water infrastructure (under separate application) are required to be constructed to serve this development.



9. During as-built drawings submittal, provide utility easements documentation outside the Secondary Plat for all offsite lift station, force main, sanitary sewer and water infrastructure with exhibits for review.
10. Sheet 07-UP1: Label Andrews Branch 1 Regulated Drainage Easement and boundary limits.
11. Provide Allen County Drainage Board approvals and consent for construction of utilities infrastructure and lift station within the Andrews Branch 1 Regulated Drainage Easement. In addition, provide the recorded document number for this acceptance on the final Secondary Plat.
12. Sheet 07-UP1: Does the Town want any additional utility easements or utility extensions for future water or sanitary sewer utilities to the east and north adjoiners?

WATER DISTRIBUTION SYSTEM

1. Provide hydraulic calculations for proposed water main extension for peak domestic demand plus a minimum hydrant flow rate of 1,000 gpm. Provide calculations of water demand and water main flow rate and pressure calculations.
2. Sheet 07-UP1: The Town is requiring their standard Marking Posts be installed at each valve location on the offsite water main for utility location and access to continuity locating wires. Label all proposed Marking Post locations.
3. Sheets 07-UP1; 17-PP1; 18-PP2 and 22-PP6: Add one stick of pipe and blow off at valve near Lot 34 for the termination of Section 1.
4. Sheets 07-UP1 and 19-PP3: Per Town Standards and 327 IAC 8-32-9(a),(b), (e) for Lots 2 and 3 provide minimum 8' between each water service and sanitary structure.
5. Sheets 07-UP1; 19-PP3 and 20-PP4: Relocate water service tap for Lot 19 from Common Area to within the Lot.
6. Sheet 09-UP3: Provide Huntertown Standard Drawing detail STR-01 Asphalt Roadway Patch.
7. Sheet 19-PP3, Profile View: Show and label proposed storm sewer near station 5+40 which may require 18" minimum separation.

SANITARY SEWER SYSTEM

1. Sheets 07-UP1 and 18-PP2: Per Town Standards relocate proposed fire hydrant at Lots 46 and 47 to be located near property line and provide 10' clearance from each sanitary service to relocated fire hydrant for Lots 46 and 47.
2. Sheets 07-UP1; 18-PP2; 19-PP3 and 20-PP4: Per Town Standards provide minimum 7' clearance from all proposed utility sanitary sewer mains to any easement line at Lots 20; 21 and 39.
3. Sheets 07-UP1; 20-PP4 and 21-PP5:
 - a. Per Town Standards for Lots 13 and 14, Sanitary Sewer Utility Plan Notes state install cleanout at a change of direction for each sanitary service tap.
 - b. Per Town Standards SAN Str A16 manhole rim shall be minimum 4" above street centerline elevation.
 - c. Please clarify San Main 15A referencing 0.39% slope, which minimum slope should be 0.40%. Adjust San Str A16 proposed invert elevations as required.
4. Sheet 08-UP2: Provide Huntertown Standard Drawing detail STR-01 Asphalt Roadway Patch.



5. Sheet 17-PP1:

- I. Provide dedicated utility easement for the sanitary sewer main along the south R/W of Simon Road, easement should extend to the east property line of the proposed development.
- II. Show proposed final grading plan and indicate max WSE of the adjacent wetlands.

REQUIREMENTS FOR CONSTRUCTION RELEASE

1. Provide two sets of final plans that incorporate all comments, along with an electronic submittal of the same.
2. IDEM acknowledgement of the water Notice of Intent submission.
3. IDEM approval of the Sanitary Sewer Construction Permit.
4. Sanitary sewer service outside the corporate limits will require a resolution approved by the Town Council.
5. Contact the Town of Huntertown before the start of any construction to discuss testing, inspections, use of water, and construction schedule.
6. Developer is responsible for repairs to any Town maintained street which is damaged as a result of construction practices relating to this project.
7. Applicant shall submit to the Town the Contractor's construction cost and construction schedule for the proposed improvements based on the final approved document set. Huntertown will assess a construction inspection fee that will be paid up front before construction begins and will be calculated from the provided cost and schedule. The assessed fee will cover all expenses to the applicant for construction inspection of water and sewer utilities by the Town with the exception of the following circumstances: work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule. The cost for additional inspection services listed above shall be paid prior to acceptance of the utilities and signing of the final secondary plat.
8. Payment of the Town's Water System Development Charge is due prior to the start of construction.
9. Payment of any fees or charges required by ordinance.
10. Payment of the Town's Sewage Area Connection Fee.
11. Payment of the Town's NE Force Main Special Area Connection Fee.

REQUIREMENTS FOR ACCEPTANCE OF UTILITIES / SECONDARY PLAT APPROVAL¹

1. After satisfactory completion of the Work, the Developer and his Engineer shall furnish to the Owner and their Engineer for review the final Secondary Plat for Town signatures AND one set of certified As-Built Record Drawings **with the CAD plan** for incorporation into the Town's GIS mapping system. As-built record drawings shall show all changes from the original design and include the location of all water mains, hydrants, valves, sewers, manholes with invert elevations, water and sewer tap services, field tiles, utility lines, etc. per the Town Specifications.

¹ Acceptance of Utilities is governed by the Huntertown Utility Service Board and the Huntertown Town Council. Please contact the Town Manager for further details.



2. Provide a copy of the final signed and recorded Secondary Plat for the Development to the Town and ERI.
3. 10% Maintenance Bond of water/sanitary sewer construction costs for one year from the date of acceptance of the final Secondary Plat. Bond and construction costs to be coordinated with the Town by Developer.
4. 3-year Street Maintenance Bond of construction costs required upon recordation of final Secondary Plat. Bond and construction costs and required pavement cores locations to be coordinated with the Town by Developer.
5. Payment of additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
6. Evidence of payment of any developer reimbursement fees.
7. Final Inspections by Huntertown.
8. Passing test reports for all water and sewer infrastructure.
9. The applicant is responsible to cover all expenses to turn on valves, to locate utilities called in from 811 and to maintain the water and sewer utility until the Town accepts the infrastructure into their utility network.
10. Payment of water and sewer tap, connection, and special assessment fees by the Builder (due prior to the final lateral connection of each lot).
11. Payment of the Town's sewage Area Connection Fee (due prior to the final lateral connection of each lot).
12. All utility easements shall be assigned to the Town for utilities not included in a recorded Secondary Plat.
13. Documentation of all easements covering the water and sewer main extensions outside the Secondary Plat.

Please note that final approval through this office does not constitute a permit, which can only be issued by Huntertown Utilities.

Sincerely,

Derek Frederickson, P.E.
Review Engineer

Cc: Hannah Walker, Huntertown Town Manager
Gabe Brindle, Distribution Supt./Water Plant Operator

SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS IN – WEST BROOK ESTATES – RESIDENTIAL SUBDIVISION

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS ("Special Contract"), executed as of this ____ day of November, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY and the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal sewer and water utility, and **CASPIAN DEVELOPMENT, LLC., IT'S AFFILIATES AND ASSIGNS**, hereinafter ("Developer"),

WITNESSETH:

WHEREAS, Developer has under contract the right to purchase, owns or controls real estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate");

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as West Brook Estates (the "Development") within which there will be a residential subdivision ("New Subdivision") platted consisting of fifteen (15) lots;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("SST") AND an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal service and water service to the area in which the New Subdivision will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal and water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the New Subdivision is to be located, the substantial development proposed by the Developer requiring an extensive distribution and collection system, and the fact that heretofore no sanitary sewage disposal and water distribution facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39 and 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's SST and WST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewage disposal and water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and WST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer and water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to create additional capacity beyond what is needed for the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and Town's Standards and Specifications. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the lots specified herein.

2. Construction of the Development Collection and Distribution Systems.

a. Local Collection and Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Systems") to be shown on the construction plans for the Local Systems (the "Local Plans"). The Local Systems shall consist of interceptor, sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the Town's Standards and Specifications. The parties agree that the Local Plans shall be prepared at the Developer's expense by a licensed engineering firm by an engineering firm approved by the Utility prior to construction of the Local System.

b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Systems may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rules 170 IAC 8.5-4-28(b) and 170 IAC 6-1.5-29(b), the Local Systems shall be constructed to comply with the Commission's

main extension rules above referenced for each particular phase. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Systems. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST and WST, all as may be amended from time to time, and with the Local Plans. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications, as last amended, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plans for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indian Administrative Code, Article 3 and 8 for the purposed main extensions.

d. Technical Review. Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release.

4. Inspection Fees. Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sewer main and water main extensions to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, as last amended. Developer shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Local System or phase thereof, to allow

the Utility to determine any additional inspection fees due and to properly account for the cost of the Local System.

5. Maintenance Bond. Upon substantial completion of construction of the sewer main extension and/or the water main extension, which are component parts of the Local System, and approval and signing of the Secondary Plat by the Town Council, the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System, or the respective phase thereof. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System or the respective phase thereof. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance, of the Local System or the respective phase thereof. Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System or the respective phase thereof, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System or any respective phase or any portions thereof, Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer's Contractor is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefor reimbursed to Utility by Developer.
6. Requirements for Acceptance / Secondary Plat Approval. As a condition of acceptance of the Local System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements.
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that

are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.

- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown, which Huntertown shall provide within a reasonable time.
- f. Provide written confirmation of passing test reports for all sewer & water infrastructure.

7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System or any respective phase thereof, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.

8. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.

9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18 and 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any sanitary sewer or water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

10. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

- a. Caspian Development, LLC., is a Domestic For-Profit Limited Liability Company organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer and Water Mains and Facilities.
- b. Saeed ("Sam") Etemadi, its duly authorized Member, has the requisite legal capacity and authority to execute this Special Contract on behalf of Caspian Development, LLC.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of Caspian Development, LLC with respect to the performance of all actions required under this Special Contract; and
- d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law,

regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

11. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

- a. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- b. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
- c. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- d. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- e. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- e. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- f. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;

- g. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and,
- h. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

12. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:
Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer:
Caspian Development LLC.
c/o Sam Etemadi
7676 East Lakewood Drive - 92
Roanoke, IN 46783

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

15. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed

as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN,
UTILITY SERVICE BOARD

CASPIAN DEVELOPMENT, LLC.

By: _____
Tony Ramey, President

By: _____
Saeed ("Sam") Etemadi,
its Duly Authorized Member

By: _____
Dan Roy, Member

By: _____
Mike Stamets, Member

insert legal description for West Brook
Estates

DUNTON ROAD MAIN EXTENSION ACTUAL CONSTRUCTION COST

August 2025 Estimate		
Town	\$19,200	~22.5% of total cost
Property Owners	\$66,200	~77.5% of total cost

TOTAL: \$85,400

15114 Dunton Rd	\$18,000	27.19% of cost share
15139 Dunton Rd	\$7,550	11.405% of cost share
15137 Dunton Rd	\$7,550	11.405% of cost share
TBD Dunton Rd	\$33,100	50% of cost share

October 2025 Actual Construction Cost		
Water Main Installation	\$85,400	
Additional Asphalt & Stones	\$1,350	
Additional Labor	\$1,500	

TOTAL: \$88,250

Approved Work	\$85,400
Overages:	\$2,850

Overage Cost Share		
Town	\$641.25	~22.5% of total cost
Property Owners	\$2,208.75	~77.5%

TOTAL \$2,850.00

15114 Dunton Rd	\$600.55	27.19% of cost share
15139 Dunton Rd	\$251.91	11.405% of cost share
15137 Dunton Rd	\$251.91	11.405% of cost share
TBD Dunton Rd	\$1,104.38	50% of cost share

Schmucker's Custom Brush
Hogging & Dirt Work LLC
10307 N STATE LINE RD
WOODBURN, IN 46797 US

Invoice 3175



BILL TO

Town Of Huntertown
15617 Lima Rd
Huntertown, IN 46748

DATE
10/11/2025

PLEASE PAY
\$88,250.00

DUE DATE
11/08/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	Dunton Rd 6" Water Main Install Cut Open Dunton and Gump Rd Intersection and Tapped into 12" Water Main [EJP Live Tap], Bored in 550' of 6" C900 sertainloc pipe and installed Fire Hydrant at the end. Chlorinated & Flushed Line. Pressure Tested Repaired Road Extras Due to Soil Conditions and Utility conflicts Had to cut more asphalt out 3 times because it kept caving in from under the road,[due to bad soil conditions]. Trench in road for the Water Main was 3ft deeper then on print due to maintaining proper separation under the 6" & 8" Gas Mains using alot more material and labor to backfill & compact back in layer by layer. When boring in 6" water main the pressure from the boring machine at 7ft deep found a weak spot in the soil and pushed up and raised a big section of road up at least 12",,,Had to cut and dig out section and repave	1	85,400.00	85,400.00
	Parts	Extra Asphalt & Stones	1	1,350.00	1,350.00
	Labor		1	1,500.00	1,500.00

TOTAL DUE

\$88,250.00

THANK YOU.

Contractor's Application for Payment

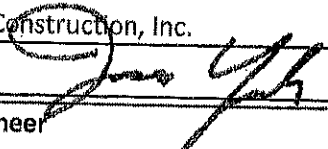
Owner:	<u>Town of Huntertown</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>Engineering Resources, Inc.</u>	Engineer's Project No.:	<u>5678</u>
Contractor:	<u>R. Yoder Construction, Inc.</u>	Contractor's Project No.:	<u>2515C001</u>
Project:	<u>Huntertown Wastewater Treatment Plant Expansion: Phase 3</u>		
Contract:	<u>Huntertown Wastewater Treatment Plant Expansion: Phase 3</u>		
Application No.:	<u>03</u>	Application Date:	<u>10/29/2025</u>
Application Period:	<u>From 10/1/2025</u>	to	<u>10/31/2025</u>

1. Original Contract Price	\$	14,055,300.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	14,055,300.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,970,916.47
5. Retainage		
a. 5% X \$ 1,759,626.40 Work Completed =	\$	87,981.32
b. 5% X \$ 211,290.07 Stored Materials =	\$	10,564.50
c. Total Retainage (Line 5.a + Line 5.b)	\$	98,545.82
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,872,370.65
7. Less previous payments (Line 6 from prior application)	\$	1,275,641.42
8. Amount due this application	\$	596,729.23
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	12,182,929.35

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: R. Yoder Construction, Inc.**Signature:** **Date:** 10/29/2025**Recommended by Engineer****Approved by Owner**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Lump Sum Work

Owner:	Town of Hurlertown	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	5678
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	2515CO01
Project:	Hurlertown Wastewater Treatment Plant Expansion, Phase 3		
Contract:	Hurlertown Wastewater Treatment Plant Expansion, Phase 3		

Contractor's Application for Payment

Application No.: 03		Application Period:		From	to	Application Date:		10/01/25	10/31/25	10/01/25
A	B	C	D	E	F	G	H	I	J	K
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G)		
01	General Requirements		Original Contract							
01A	PM & Site Superintendent	366,956.25	61,159.35	20,386.00						
01B	Mobilization (R Yoder)	33,071.70	33,071.70			81,545.35	22%	285,410.90		
01C	Submittals	55,327.70	36,885.12	4,610.65		33,071.70	100%			
01D	Permits	13,597.70	13,597.70			41,495.77	75%	13,891.93		
01E	Temp Utilities (Heat & Electricity)	25,838.50				13,597.70	100%			
01F	Temp Fence	20,274.50	5,922.83	4,300.00						
01G	Field Office	50,876.50	5,652.94	1,471.92		10,222.83	50%	10,051.67		
01H	Temp Services (Porta John, Dumpsters, Signage)	72,063.10	600.51	13,627.00		7,124.86	14%	43,751.54		
01I	Material Testing	63,304.25	358.87	2,843.21		14,227.51	20%	57,835.59		
01J	Construction Staking	58,666.10				3,202.08	5%	60,102.17		
01K	Daily Cleaning Labor & Material	30,044.88				8,252.80	14%	50,413.30		
01L	Final Cleaning & Labor	14,710.50		700.00		700.00	2%	29,344.88		
01M	Insurance & Bonding	108,321.14	108,321.14				0%	14,710.50		
01N	Demobilization	33,071.70				108,321.14	100%			
02	Selective Demolition									
02A	Above Ground Video Survey	13,214.50	13,214.50							
02B	Clean Existing Aerated Sludge Holding Tanks	230,138.17				13,214.50	100%			
02C	Collection Box Demo Labor & Material	11,128.00					0%	230,138.17		
03	Concrete						0%	11,128.00		
03A	Mobilization (Sterling)	17,248.40	17,248.40							
03B	Final Clarifiers Labor	314,922.40				17,248.40	100%			
03C	Final Clarifiers Material	196,854.32					0%	314,922.40		
03D	Final Clarifiers Rebar Package	72,220.72					0%	196,854.32		
03E	Aerated Sludge Holding Base Slab Labor	380,547.20	11,128.00	169,145.60			0%	72,220.72		
03F	Aerated Sludge Holding Base Slab Material	184,279.68	27,820.00	64,319.84		180,273.60	50%	180,273.60		
03G	Aerated Sludge Holding Walkway Labor	280,982.00	11,128.00			92,139.84	50%	92,139.84		
03H	Aerated Sludge Holding Walkway Material	36,722.40				11,128.00	4%	269,854.00		
03I	Aerated Sludge Holding Wall & Walk Material	238,806.88		11,128.00			0%	36,722.40		
03J	Aerated Sludge Holding Rebar Package	302,570.32	55,640.00	111,280.00		11,128.00	5%	277,678.88		
03K	Aerated Sludge Equipment Building Labor	81,790.80		40,895.40		302,570.32	100%			
03L	Aerated Sludge Equipment Building Material	46,181.20		23,090.60		40,895.40	50%	40,895.40		
03M	Collection Box Labor & Material	45,736.08				23,090.60	50%	23,090.60		
03N	Preliminary Treatment Improvements Labor & Material	19,251.44					0%	45,736.08		
03O	Site Improvements Labor & Material	19,919.12					0%	19,251.44		

Lump Sum

Contractor's Application for Payment

Application No.:	EO
Applicant's Name:	4
Applicant's Address:	5
Applicant's Telephone:	6
Applicant's E-mail:	7
Applicant's Fax:	8
Applicant's Signature:	9
Applicant's Stamp:	10
Applicant's Date:	11
Applicant's City:	12
Applicant's State:	13
Applicant's Zip:	14
Applicant's Country:	15
Applicant's Nationality:	16
Applicant's Age:	17
Applicant's Gender:	18
Applicant's Marital Status:	19
Applicant's Education:	20
Applicant's Occupation:	21
Applicant's Income:	22
Applicant's Assets:	23
Applicant's Liabilities:	24
Applicant's References:	25
Applicant's Comments:	26
Applicant's Signature:	27
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Applicant's State:	31
Applicant's Zip:	32
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Applicant's Assets:	131
Applicant's Liabilities:	132
Applicant's References:	133
Applicant's Comments:	134
Applicant's Signature:	135
Applicant's Stamp:	136
Applicant's Date:	137
Applicant's City:	138
Applicant's State:	139
Applicant's Zip:	140
Applicant's Country:	141
Applicant's Nationality:	142
Applicant's Age:	143
Applicant's Gender:	144
Applicant's Marital Status:	145
Applicant's Education:	146
Applicant's Occupation:	147
Applicant's Income:	148
Applicant's Assets:	149
Applicant's Liabilities:	150
Applicant's References:	151
Applicant's Comments:	152
Applicant's Signature:	153
Applicant's Stamp:	154
Applicant's Date:	155
Applicant's City:	156
Applicant's State:	157
Applicant's Zip:	158
Applicant's Country:	159
Applicant's Nationality:	160
Applicant's Age:	161
Applicant's Gender:	162

[illegible]

Progress Estimate - Lump Sum Work

Owner:	Town of Hometown	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	5678
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	251SC001
Project:	Hometown Wastewater Treatment Plant Expansion Phase 3		
Contract:	Hometown Wastewater Treatment Plant Expansion Phase 3		

Contractor's Application for Payment

Application No.:		03		Application Period:		From		10/01/25		to		10/31/25		Application Date:		10/02/25	
Item No.		B		Description		C		D		E		F		G		H	
						Scheduled Value (\$)		Work Completed (D + E) From Previous Application (\$)		This Period (\$)		Materials Currently Stored Not in D or E (\$)		Work Completed and Materials Stored to Date (D + F + G) (\$)		% of Scheduled Value (G / F) (%)	
09K				Preliminary Treatment & Odor Control Painting & High Performance Coatings Labor & Material		445.12										0%	
09L				Oxidation Ditch Painting and High Performance Coatings Labor & Material		472.94										0%	
09M				Clarifier Improvements Painting and High Performance Coatings Labor & Material		15,995.39										0%	
09N				RAS/WAS/PS Painting & High Performance Coatings Labor & Material		7,996.58										0%	
09O				UV Improvements Painting & High Performance Coatings Labor & Material		534.14										0%	
09p				Plant Water Pump Station & High Performance Coatings Labor & Material		1,869.50										0%	
09Q				Effluent Pump Station Painting & High Performance Coatings Labor & Material		934.75										0%	
09R				Aerated Sludge Tank Painting & High Performance Coatings Labor & Material		11,639.89										0%	
09S				Aerated Sludge Equipment Building Painting & High Performance Coatings Labor & Material		28,487.68										0%	
09T				Solids Processing Building Painting & High Performance Coatings Labor & Material		6,832.59										0%	
10				Specialties												0%	
10A				Fire Extinguishers Material		389.48		389.48						389.48		100%	
22				Plumbing													
22A				U/G Labor & Material		20,030.40										0%	
22B				Plumbing in Wall Rough In Labor & Material		24,871.08										0%	
22C				Plumbing Overhead Rough In Labor & Material		5,564.00										0%	
22D				Plumbing Final Labor & Material		19,585.28										0%	
23				Mechanical												0%	
23A				Mobilization (T&T Mechanical & Plumbing)		556.40										0%	
23B				Mini Split Labor & Material		18,027.36										0%	
23C				Exhaust Fan/Lower Labor & Material		18,962.11										0%	
23D				Electric Heater Labor & Material		2,893.28										0%	
23E				Test & Balance		1,402.13										0%	
23F				Closeouts		445.12										0%	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Hantertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Hantertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Hantertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
 Engineer's Project No.: 2515C001
 Contractor's Project No.:

Application No.: Q3		Application Period:		From		to		10/31/25		Application Date:		10/02/25	
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description	Scheduled Value (\$)	(D - E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / I) (%)	Balance to Finish (C - G) (\$)					
26	Electrical												
26A	PM & Site Foreman (Yager)	86,939.39	18,324.39	14,178.60									
26B	Temp Power & Lights	23,970.38	5,565.19										
26C	Permits	15,925.95											
26D	Mobilization (Yager)	26,478.63	8,330.87										
26E	Subcontracted Excavation Labor & Equipment	35,761.61											
26F	Subcontracted Fiber Labor, Equipment & Material	83,367.19											
26G	Gear Package	123,231.03											
26H	Lighting Package	28,104.43											
26I	Preliminary Treatment Facility Labor & Equipment	12,753.36											
26J	Preliminary Treatment Facility Material	43,695.87											
26K	EQ Tank Labor & Equipment	15,134.75											
26L	EQ Tank Material	27,827.34											
26M	Oxidation Ditch Electrical Labor & Equipment	30,765.14											
26N	Oxidation Ditch Electrical Material	27,827.34											
26O	Final Clarifier Electrical Labor & Equipment	51,949.51											
26P	Final Clarifier Electrical Material	115,231.11											
26Q	Plant Water Pump Station Labor & Equipment	23,069.01											
26R	Plant Water Pump Station Material	19,893.08											
26S	Effluent Pump Station Labor & Equipment	29,019.15											
26T	Effluent Pump Station Material	26,240.49											
26U	Solids Processing Building Labor & Equipment	23,069.01											
26V	Solids Processing Building Material	107,159.98											
26W	Aerated Sludge Holding Equipment Building Labor & Equipment	40,524.39											
26X	Aerated Sludge Holding Equipment Building Material	115,104.25											
26Y	Aerated Sludge Holding Tanks Labor & Equipment	45,681.11											
26Z	Aerated Sludge Holding Tanks Material	107,159.98											
26AA	Site Lighting Labor	23,760.01											
26AB	Site Lighting Material	19,099.65											
26AC	Demobilization (Yager)	10,371.96											

Owner:	Town of Huntertown	Contractor's Application for Payment Owner's Project No.: Engineer's Project No.: 5678 Contractor's Project No.: 2515C001
Engineer:	Engineering Resources, Inc.	
Contractor:	R. Yoder Construction, Inc.	
Project:	Huntertown Wastewater Treatment Plant Expansion: Phase 3	
Contract:	Huntertown Wastewater Treatment Plant Expansion	

Application No.: 03		Application Period:		From	to	Application Dates:		10/01/25	10/31/25	10/02/25
A	B	C	D	E	F	G	H	I	J	K
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / I)	Balance to Finish (G - F)		
31	Earthwork									
31A	Mobilization Labor & Equipment (Kreger)	12,993.05	2,597.27			2,597.27	20%	10,395.78		
31B	Supervision Labor & Equipment (Kreger)	21,272.28	1,190.69			1,190.69	6%	20,081.59		
31C	Site Asphalt & Concrete Demo Labor & Equipment	2,944.47					0%	2,944.47		
31D	Erosion Control Labor & Equipment	7,239.88					0%	7,239.88		
31E	Site Cut & Fill Labor & Equipment	8,983.84	3,619.94	2,895.95		6,515.89	90%	2,367.95		
31F	Prep for Sidewalks Labor & Equipment	185,401.38	4,191.92	4,191.92		8,383.84	100%			
31G	Grade for Sidewalks Labor & Equipment	8,482.87	37,078.49			37,078.49	20%	148,322.89		
31H	Grade Site Labor & Material	1,423.12					0%	1,423.12		
31I	Topsoil Replacement Labor & Equipment	12,127.29					0%	12,127.29		
31J	Aerated Sludge Holding Equipment Building Labor & Equipment	10,349.04					0%	10,349.04		
31K		12,378.79	6,189.39			6,189.39	50%	6,189.40		
31L	Aerated Sludge Holding Equipment Building Material	7,858.59	3,929.29			3,929.29	50%	3,929.30		
31M	Aerated Sludge Holding Tank Labor & Equipment	89,442.41	44,721.20			44,721.20	50%	44,721.21		
31N	Aerated Sludge Holding Tank Material	119,910.88	59,955.44			59,955.44	50%	59,955.44		
31O	Final Clarification Labor & Equipment	138,365.55	69,182.77			69,182.77	50%	69,182.78		
31P	Final Clarification Material	97,977.59	48,988.79			48,988.79	50%	48,988.80		
31Q	Influent Collection Box Labor & Equipment	8,043.27					0%	8,043.27		
31R	Influent Collection Box Material	784.52					0%	784.52		
31S	Dewatering	222,560.00	22,560.00	27,820.00		50,380.00	23%	172,180.00		
31T	Shoring	389,430.00	208,650.00			208,650.00	54%	180,780.00		
31U	Rammed Aggregate Piers Mobilization	50,076.00	50,076.00			50,076.00	100%			
31V	Rammed Aggregate Piers Installation & Design	6,899.36	6,899.36			6,899.36	100%			
31W	Rammed Aggregate Piers Modulus Test	8,902.40	8,902.40			8,902.40	100%			
32	Exterior Improvements									
32A	Type A Pavement Labor & Equipment	19,796.71					100%			
32B	Type A Pavement Material	13,197.81					0%	13,197.81		
32C	Mill and Overlay Labor & Equipment	5,942.35					0%	5,942.35		
32D	Mill and Overlay Material	3,961.57					0%	3,961.57		
32E	Roadway Patching Labor & Equipment	5,975.74					0%	5,975.74		
32F	Roadway Patching Material	3,983.82					0%	3,983.82		
32G	Chain Link Fence & Gates Labor & Material	22,367.28					0%	22,367.28		
32H	Turf and Grasses Labor & Material	12,379.90					0%	12,379.90		

Progress Estimate - Lump Sum Work

Owner: Town of Hurlertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Hurlertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Hurlertown Wastewater Treatment Plant Expansion: Phase 3

Contractor's Application for Payment

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

Application No.:		03		Application Period:		From		to		10/31/25		Application Date:		10/02/25	
Item No.	Description	B	C	D	E	F	G	H	I	J	K	L	M	N	O
33	Utilities														
33A	Manhole Labor & Equipment		9,941.76												
33B	Manhole Material		29,961.03												
33C	RAS/WAS Labor & Equipment		12,398.82												
33D	RAS/WAS Material		333.84												
33E	Force Main Labor & Equipment		46,454.95												
33F	Force Main Material		89,805.19												
33G	6" 24" Piping Labor & Equipment		91,733.67												
33H	6" 24" Piping Material		509,487.69												
33I	Clarifier Piping Labor & Equipment		72,395.43												
33J	Clarifier Piping Material		126,642.20												
33K	42" Air Line Labor & Equipment		34,164.07												
33L	42" Air Line Material		34,807.60												
33M	Storm Sewer Labor & Equipment		9,630.17												
33N	Storm Sewer Material		15,837.37												
33O	Waterline Labor & Equipment		33,465.23												
33P	Waterline Material		41,602.03												
40	Process Interconnections														
40A	Design and Submittals		44,512.00												
40B	Orbital Drive VFD		43,176.64												
40C	Effluent Pump VFD		34,496.80												
40D	Decant Pump CP		99,039.20												
40E	ASH Blower VFD's		140,546.64												
40F	Clarifier LCP's		19,362.72												
40G	Sludge Transfer Pump Replacement VFD's		20,030.40												
40H	Decant Instrumentation		13,910.00												
40I	EQ Basin Instrumentation		4,006.08												
40J	SCADA Programming		27,342.26												
40K	Checkout & Startup		27,263.60												
40L	Training		4,006.08												
40M	Final Documentation		1,669.20												

Lump Sum

Progress Estimate - Lump Sum Work

Owner:	Town of Hometown	Contractor's Application for Payment
Engineer:	Engineering Resources, Inc.	Owner's Project No.:
Contractor:	R. Yoder Construction, Inc.	Engineer's Project No.:
Project:	Hometown Wastewater Treatment Plant Expansion: Phase 3	Contractor's Project No.:
Contract:	Hometown Wastewater Treatment Plant Expansion: Phase 3	

Application No.:		03		Application Period:		From		to		Application Dates:		10/02/25	
A		B		C		D		E		F		G	
Item No.		Description		Scheduled Value (\$)		(D + E) From Previous Application (\$)		This Period (\$)		Materials Currently Stored (not in D or E) (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)	

Progress Estimate - Lump Sum Work

Owner: Town of Hometown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Hometown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Hometown Wastewater Treatment Plant Expansion: Phase 3

Contractor's Application for Payment

Owner's Project No.: 5678
 Engineer's Project No.: 2515C001
 Contractor's Project No.:

Application No.: 03		Application Period:		From	to	10/01/25	10/31/25	Application Date: 10/02/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed (D-E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/C) (%)	Balance to Finish (G-I) (\$)
00	Allowances							
	General Contingency	210,000.00					0%	210,000.00
Original Contract Totals		\$ 14,055,300.00	\$ 1,174,608.10	\$ 585,018.30	\$ 211,290.07	\$ 1,970,916.47	14%	\$ 12,084,383.53
Change Orders								
Change Order Totals		\$	\$	\$	\$	\$		\$
Original Contract and Change Orders								
Project Totals		\$ 14,055,300.00	\$ 1,174,608.10	\$ 585,018.30	\$ 211,290.07	\$ 1,970,916.47	14%	\$ 12,084,383.53

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	5578
Contractor's Project No.:	2515C004

ECDC-C-520 Contractor's Application for Payment;
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Northwest Water Tower & Main Extension - Allen County ARPA \$1,732,298				
Landmark Structures: Tower Project - \$866,149				
Pay App	Amount	Remainder		
1	\$640,615.02	\$225,533.98		
2	\$990,973.03	-\$765,439.05		
Fox Contractors: Water Main Extension: \$866,149				
Pay App	Amount	Remainder		
1	699104.02	167044.98		
2	157486.22	9558.76		
3				

Contractor's Application for Payment

Owner:	Town of Huntertown	Owner's Project No.:	6184
Engineer:	Engineering Resources	Engineer's Project No.:	6184
Contractor:	Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177	Contractor's Project No.:	1871
Project:	Town of Huntertown Northwest Water Tower & Main Extension		
Contract:	1871 Huntertown IN - 1.0 MG CET Prime Contract		
Application No.:	2	Application Date:	09/25/2025
Application Period:	From 06/26/25	to	09/25/25

1. Original Contract Price	\$6,375,000.20
2. Net change by Change Orders	\$0.00
3. Current Contract Price (Line 1 + Line 2)	\$6,375,000.20
4. Total completed and stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$1,717,461.11
5. Retainage	
a. 5.00% X \$1,717,461.11 Work Completed =	\$85,873.06
b. 0.00% X \$0.00 Stored Material =	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$85,873.06
6. Amount eligible to date (Line 4 - Line 5.c)	\$1,631,588.05
7. Less previous payments (Line 6 from prior application).	\$640,615.02
8. Amount due this application	\$990,973.03
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$4,743,412.15

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

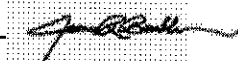
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Landmark Structures I, L.P.

Signature: 

Date: 10/7/2025

Recommended by Engineer

By: 
Title: 
Date: 

Approved by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work

Owner:	Town of Hometown	Owner's Project No.:	
Engineer:	Engineering Resources	Engineer's Project No.:	
Contractor:	Landmark Structures	Contractor's Project No.:	1871
Project:	1871 Hometown IN - 1.0 MG CET		
Contract:	1		

Contractor's Application for Payment

Application No.: 2		Application Period:		From		to		09/25/25		Application Date:		09/25/2025	
Bidding No.	Description	Item Quantity	Units	Contract Information		Unit Price (\$)	Value Of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (Not in G) (\$)	Work Completed and Materials Stored To Date (H + I) (\$)	% of Value of Bid Item (J/F) (%)	Balance To Finish (K - J) (\$)
								Estimated Quantity Incorporated in The Work	Value Of Work Completed To Date (E X G) (\$)				
1	01.03.146 - 33 16 13 Engineering - Elevated Tank - Foundation / Basis	1.0	LS			\$134,800.00	\$134,800.00	1.00	\$134,800.00	\$0.00	\$134,800.00	100.00%	\$0.00
2	01.04.146 - 33 16 13 Engineering - Elevated Tank - Pedestal	1.0	LS			\$118,500.00	\$118,500.00	1.00	\$118,500.00	\$0.00	\$118,500.00	100.00%	\$0.00
3	01.05.146 - 33 16 13 Engineering - Elevated Tank - Steel Tank	1.0	LS			\$98,200.00	\$98,200.00	0.80	\$78,560.00	\$0.00	\$78,560.00	80.00%	\$19,640.00
4	01.09.146 - 33 16 13 Commissioning & Startup	1.0	LS			\$5,500.00	\$5,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00
5	02.05.146 - 33 16 13 Tank Road / Laydown	1.0	LS			\$44,900.00	\$44,900.00	1.00	\$44,900.00	\$0.00	\$44,900.00	100.00%	\$0.00
6	03.02.146 - 33 16 13 Deep Foundation - Ground Improvement	1.0	LS			\$162,200.00	\$162,200.00	1.00	\$162,200.00	\$0.00	\$162,200.00	100.00%	\$0.00
7	03.03.146 - 33 16 13 Foundation - Excavation / Subgrade Improvement	1.0	LS			\$75,000.00	\$75,000.00	1.00	\$75,000.00	\$0.00	\$75,000.00	100.00%	\$0.00
8	03.05.146 - 33 16 13 Foundation - Spread Foundation	1.0	LS			\$228,300.00	\$228,300.00	1.00	\$228,300.00	\$0.00	\$228,300.00	100.00%	\$0.00
9	03.06.146 - 33 16 13 Foundation - Backfill Exterior	1.0	LS			\$43,800.00	\$43,800.00	1.00	\$43,800.00	\$0.00	\$43,800.00	100.00%	\$0.00
10	04.01.146 - 33 16 13 Concrete Pedestal - Lifts 1 / Crane / Scaffold	1.0	LS			\$246,000.00	\$246,000.00	1.00	\$246,000.00	\$0.00	\$246,000.00	100.00%	\$0.00
11	04.02.146 - 33 16 13 Concrete Pedestal - Lifts 2-3	2.0	EA			\$160,200.00	\$320,400.00	2.00	\$320,400.00	\$0.00	\$320,400.00	100.00%	\$0.00
12	04.03.146 - 33 16 13 Concrete Pedestal - Remaining Lifts	12.0	EA			\$143,100.00	\$1,717,200.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13	04.04.146 - 33 16 13 Concrete Pedestal - Tank Floor	1.0	LS			\$114,000.00	\$114,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,717,200.00
14	04.05.146 - 33 16 13 Backfill Interior	1.0	LS			\$26,300.00	\$26,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,000.00
15	04.06.146 - 33 16 13 Slab on Grade	1.0	LS			\$49,700.00	\$49,700.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,300.00
16	05.01.146 - 33 16 13 Steel Tank - Materials & Fabrication	1.0	LS			\$515,500.00	\$515,500.00	0.32	\$163,249.51	\$0.00	\$163,249.51	31.67%	\$49,700.00
17	05.03.146 - 33 16 13 Steel Tank - Erect - Ring Beam	1.0	LS			\$142,400.00	\$142,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$352,250.49
18	05.04.146 - 33 16 13 Steel Tank - Erect - Cone	1.0	LS			\$166,500.00	\$166,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$142,400.00
19	05.05.146 - 33 16 13 Steel Tank - Erect - Vertical Shelf	1.0	LS			\$112,000.00	\$112,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$166,500.00
20	05.06.146 - 33 16 13 Steel Tank - Erect - Access Tube / Platform	1.0	LS			\$59,400.00	\$59,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,000.00
											\$0.00	0.00%	\$59,400.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Contractor's Application for Payment														
Bill Item No.	Description	C	D	Contract Information		F	Work Completed		I	J	K	L		
				E	Units		G	H						
		Item Quantity		Unit Price (\$)	Value Of Bid Item (C X E) (\$)		Estimated Quantity Incorporated In The Work	Value Of Work Completed To Date (F X H) (\$)	Materials Currently Stored (No. In G)	Work Completed and Materials Stored To Date (H + I) (\$)	% of Value of Work (J / L)	Balance To Finish (L - J) (\$)		
21	05.08.146 - 33 16 13 Steel Tank - Erect - Hoist	1.0	LS	\$95,300.00	\$95,300.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,300.00		
22	05.09.146 - 33 16 13 Steel Tank - Erect - Floor	1.0	LS	\$57,600.00	\$57,600.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,600.00		
23	05.10.146 - 33 16 13 Steel Tank - Erect - Roof	1.0	LS	\$77,800.00	\$77,800.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$77,800.00		
24	06.03.146 - 33 16 13 Steel Tank - Field Coating - Ground Phase	1.0	LS	\$120,500.00	\$120,500.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,500.00		
25	06.04.146 - 33 16 13 Steel Tank - Field Coating - Air Phase	1.0	LS	\$157,000.00	\$157,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$157,000.00		
26	07.01.146 - 33 16 13 Mechanical - Base - Piping	1.0	LS	\$55,400.00	\$55,400.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,400.00		
27	07.02.146 - 33 16 13 Mechanical - Riser Piping	1.0	LS	\$152,300.00	\$152,300.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$152,300.00		
28	07.04.146 - 33 16 13 Mechanical - Chamber - Valves / Piping	1.0	LS	\$179,700.00	\$179,700.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$179,700.00		
29	08.01.146 - 33 16 13 Concrete Pedestal - Ladders / Landings	1.0	LS	\$97,300.00	\$97,300.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,300.00		
30	08.02.146 - 33 16 13 Steel Tank - Hatches / Vents	1.0	LS	\$12,900.00	\$12,900.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,900.00		
31	08.04.146 - 33 16 13 Mixing System	1.0	LS	\$29,000.00	\$29,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,000.00		
32	09.04.146 - 33 16 13 Doors	1.0	LS	\$28,700.00	\$28,700.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,700.00		
33	10.02.146 - 33 16 13 Underground Piping/Cathodic Protection	1.0	LS	\$46,200.00	\$46,200.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,200.00		
34	10.03.146 - 33 16 13 Panels / Lighting / Raceways / Wiring	1.0	LS	\$80,800.00	\$80,800.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,800.00		
35	10.04.146 - 33 16 13 Instrumentation / Controls / SCADA	1.0	LS	\$92,300.00	\$92,300.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92,300.00		
36	10.05.146 - 33 16 13 Lightning Protection / Grounding	1.0	LS	\$11,600.00	\$11,600.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,600.00		
37	14.01.101 - 01 71 00 Mobilization and Demobilization (Not to Exceed 5%)	1.0	LS	\$60,000.00	\$60,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00		
38	14.02.102 - 01 21 00 Contingency Work Allowance (Owner Determined)	1.0	LS	\$25,000.00	\$25,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00		
39	14.03.103 - 01 21 00 Electric Utility Allowance (Owner Determined)	1.0	LS	\$7,500.00	\$7,500.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00		
40	14.04.104 - 01 55 26 Maintenance and Protection of Traffic	1.0	LS	\$8,000.00	\$8,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00		
41	14.05.105 - 01 57 13 Erosion and Sediment Control	1.0	LS	\$17,322.00	\$17,322.00		0.80	\$13,857.60	\$0.00	\$13,857.60	80.00%	\$3,464.40		
42	14.06.106 - 01 71 00 Construction Engineering (Not to Exceed 1%)	1.0	LS	\$45,000.00	\$45,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00		
43	14.07.107 - 01 78 39 Project Record Documents	1.0	LS	\$2,000.00	\$2,000.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00		
44	14.08.108 - 02 21 20 Above Ground Video Survey	1.0	LS	\$4,000.00	\$4,000.00		1.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00		
45	14.09.109 - 02 41 13 Clearing Right-of-Way	1.0	LS	\$30,000.00	\$30,000.00		1.00	\$30,000.00	\$0.00	\$30,000.00	100.00%	\$0.00		
46	14.10.110 - 02 41 13 Remove Storm Sewer Pipe	296.0	LF	\$100.00	\$29,600.00		200.00	\$20,000.00	\$0.00	\$20,000.00	67.57%	\$9,600.00		
47	14.11.111 - 02 41 13 Sheet Sign and Post, Remove and Reset	1.0	EA	\$400.00	\$400.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$400.00		

Unit Price

EJDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Unit Price EJDC C-820 Contractor's Application for Payment (c) 2018 National Society of Professional Engineers for EJDC. All rights reserved. 5 of 7

Progress Estimate - Unit Price Work

Contractor's Application for Payment

BID Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Value Of Bid Item (C X E) (\$)	Estimated Quantity Incorporated In This Work	Value Of Work Completed To Date (E X G) (\$)	Materials Currently Stored (Not In G) (\$)	Work Completed and Materials Stored To Date (H + I) (\$)	% of Value of Bid Item (J / I) (%)	Balance To Finish (P - J) (\$)
				F	G	F	G							
75	14.39.139 - 33 11 00 Plug, 12 In., DI	1.0	EA	\$1,500.00		0.00		\$1,500.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
76	14.40.140 - 33 11 00 Reducer, 16 In. x 12 In., DI	2.0	EA	\$2,500.00		0.00		\$5,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
77	14.41.141 - 33 11 00 Tee, 16 In. x 16 In., DI	1.0	EA	\$5,000.00		0.00		\$5,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
78	14.42.142 - 33 11 00 Water Main Connection	1.0	EA	\$5,000.00		0.00		\$5,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
79	14.43.143 - 33 12 00 Gate Valve and Box, 16 In.	1.0	EA	\$18,000.00		0.00		\$18,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00
80	14.44.144 - 33 12 00 Gate Valve and Box, 12 In.	3.0	EA	\$7,000.00		0.00		\$21,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$21,000.00
81	14.45.145 - 33 12 00 Hydrant Assembly, Type I	2.0	EA	\$11,000.00		0.00		\$22,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00
82	14.47.147 - 33 41 00 Pipe, Storm, 18 In.	318.0	LF	\$55.00		0.00		\$17,490.00		\$0.00	\$0.00	\$0.00	0.00%	\$17,490.00
83	14.48.148 - 33 41 00 Pipe, Storm, 18 In., Water Class	31.0	LF	\$100.00		0.00		\$3,100.00		\$0.00	\$0.00	\$0.00	0.00%	\$3,100.00
84	14.49.149 - 33 41 00 Pipe, Storm, 6 In.	56.0	LF	\$35.00		0.00		\$1,960.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,960.00
85	14.50.150 - 33 41 00 Pipe, Underdrain, 4 In., Perforated	536.0	LF	\$25.00		0.00		\$13,400.00		\$0.00	\$0.00	\$0.00	0.00%	\$13,400.00
86	14.51.151 - 33 41 00 Storm Lateral Reconnection, Undistributed	5.0	EA	\$200.00		0.00		\$1,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00
87	14.52.152 - 33 41 00 Pipe End Section, Diameter 18 In.	2.0	EA	\$1,000.00		0.00		\$2,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00
88	14.53.153 - 40 66 76 Water Tower RTU	1.0	LS	\$10,000.00		0.00		\$10,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
89	14.54.154 - 40 66 76 Wastewater Repeater RTU	1.0	LS	\$12,000.00		0.00		\$12,000.00		\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00
				Original Contract Totals				\$6,375,000.20		\$1,717,461.11	\$0.00	\$1,717,461.11	26.94%	\$4,657,539.09

Change Orders

Change Order Totals				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Original Contract and Change Orders				Project Totals		\$6,375,000.20		\$1,717,461.11	\$0.00	\$1,717,461.11	\$0.00	\$1,717,461.11	26.94%	\$4,657,539.09

**Northwest Water Tower
Huntertown, IN**

Stored Materials – PA-02

Stored Materials Invoices & Photos – Steel Plates



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code LANSTF

Date May 30 2025

Invoice Number 796378-062

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LANDMARK STRUCTURES I, L.P.
1665 HARMON ROAD
FORT WORTH, TX
76177

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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053724	Acknowledgement Order No. 41774036	Tally No.	Shipping Report No. UT215124	Date Shipped May 29 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier POWELL TRA	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 120.00 X 464.00 LaserRite Plate(TM) CUST PART NO. 1871-700 Temp raw material surcharge Jun 2 25 Processing costs ORDER - 41-774036-01 CUST ORDER - 053724 -001 FREIGHT EXTRA CHARGE	11	LB 43428	LB 0	FT 0.00		

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$30,421.31

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INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code LANSTF

Date May 30 2025

Invoice Number 796383-062

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1665 HARMON ROAD
FORT WORTH, TX
76177

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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053724	Acknowledgement Order No. 41774036	Tally No.	Shipping Report No. UT215125	Date Shipped May 29 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier QUICK SHOT	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 120.00 X 464.00 LaserRite Plate(TM) CUST PART NO. 1871-700 Temp raw material surcharge Jun 2 25 Processing costs ORDER - 41-774036-01 CUST ORDER - 053724 -001 FREIGHT EXTRA CHARGE	1	3948	0	0.00		

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$2,765.57

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INVOICE

Customer Relations
1-866-409-0138

Page 1 of 2

Customer Code LANSTF

Date Jun 11 2025

Invoice Number 797689-062

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1665 HARMON ROAD
FORT WORTH, TX
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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215556	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
PLATE	A/SA36A709 0.313" X 96.00 X LaserRite Plate(TM) CUST PART NO. 1871-940 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-08 CUST ORDER - 053086 -008 FREIGHT EXTRA CHARGE	1	LB 2795	LB 0	FT 0.00		
PLATE	A/SA36A709 0.313" X 96.00 X LaserRite Plate(TM) CUST PART NO. 1871-510 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-04 CUST ORDER - 053086 -004 FREIGHT EXTRA CHARGE	6	23676	0	0.00		
PLATE	A/SA36A709 0.313" X 96.00 X LaserRite Plate(TM) CUST PART NO. 1871-800 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-10 CUST ORDER - 053086 -010 FREIGHT EXTRA CHARGE	3	9639	0	0.00		

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\$24,945.01

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INVOICE

Customer Relations
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Page 2 of 2

Customer Code LANSTF

Date Jun 11 2025

Invoice Number

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C/O LANDMARK FABRICATION

3496 GATEWAY DRIVE

DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215556	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 96.00 X 480.00 LaserRite Plate(TM) CUST PART NO. 1871-770 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-11 CUST ORDER - 053086 -011 FREIGHT EXTRA CHARGE	1	3267	0	0.00		
PLATE	A/SA36A709 0.250" X 96.00 X 463.00 LaserRite Plate(TM) CUST PART NO. 1871-530 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-06 CUST ORDER - 053086 -006 FREIGHT EXTRA CHARGE	1	3151	0	0.00		

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\$24,945.01

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Customer Relations
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Customer Code LANSTF

Date Jun 11 2025

Invoice Number

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C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215559	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
			LB	LB	FT		
PLATE	A/SA36A709 0.563" X 96.00 X 575.00 LaserRite Plate(TM) CUST PART NO. 1871-320 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-02 CUST ORDER - 053086 -002 FREIGHT EXTRA CHARGE	1	8814	0	0.00		
PLATE	A/SA36A709 0.250" X 120.00 X 463.00 LaserRite Plate(TM) CUST PART NO. 1871-520 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-05 CUST ORDER - 053086 -005 FREIGHT EXTRA CHARGE	3	11817	0	0.00		
PLATE	A/SA36A709 0.250" X 96.00 X 480.00 LaserRite Plate(TM) CUST PART NO. 1871-100 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-12 CUST ORDER - 053086 -012 FREIGHT EXTRA CHARGE	1	3267	0	0.00		

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\$27,129.91

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Customer Code LANSTF

Date Jun 11 2025

Invoice Number

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3496 GATEWAY DRIVE

DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215559	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

Gl No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
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PLATE

5

15755

0

0.00

A/SA36A709

0.250" X 96.00 X 463.00

LaserRite Plate(TM)

CUST PART NO. 1871-530

Temp raw material surcharge May 19 25

Processing costs

ORDER - 41-770952-06 CUST ORDER - 053086 -006

FREIGHT EXTRA CHARGE

PLATE

1

4451

0

0.00

A/SA36A709

0.750" X 96.00 X 218.00

LaserRite Plate(TM)

CUST PART NO. 1871-220

Temp raw material surcharge May 19 25

Processing costs

ORDER - 41-770952-09 CUST ORDER - 053086 -009

FREIGHT EXTRA CHARGE

SALES TAX
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Customer Code LANSTF

Date Jun 11 2025

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C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215560	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 96.00 X 480.00 LaserRite Plate(TM) CUST PART NO. 1871-770 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-11 CUST ORDER - 053086 -011 FREIGHT EXTRA CHARGE	5	16335	0	0.00		
PLATE	A/SA36A709 0.527" X 96.00 X 342.00 LaserRite Plate(TM) CUST PART NO. 1871-330 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-03 CUST ORDER - 053086 -003 FREIGHT EXTRA CHARGE	4	19628	0	0.00		
PLATE	A/SA36A709 0.500" X 120.00 X 213.00 LaserRite Plate(TM) CUST PART NO. 1871-641 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-13 CUST ORDER - 053086 -013 FREIGHT EXTRA CHARGE	2	7248	0	0.00		

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\$24,868.63

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Customer Code LANSTF

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FORT WORTH, TX
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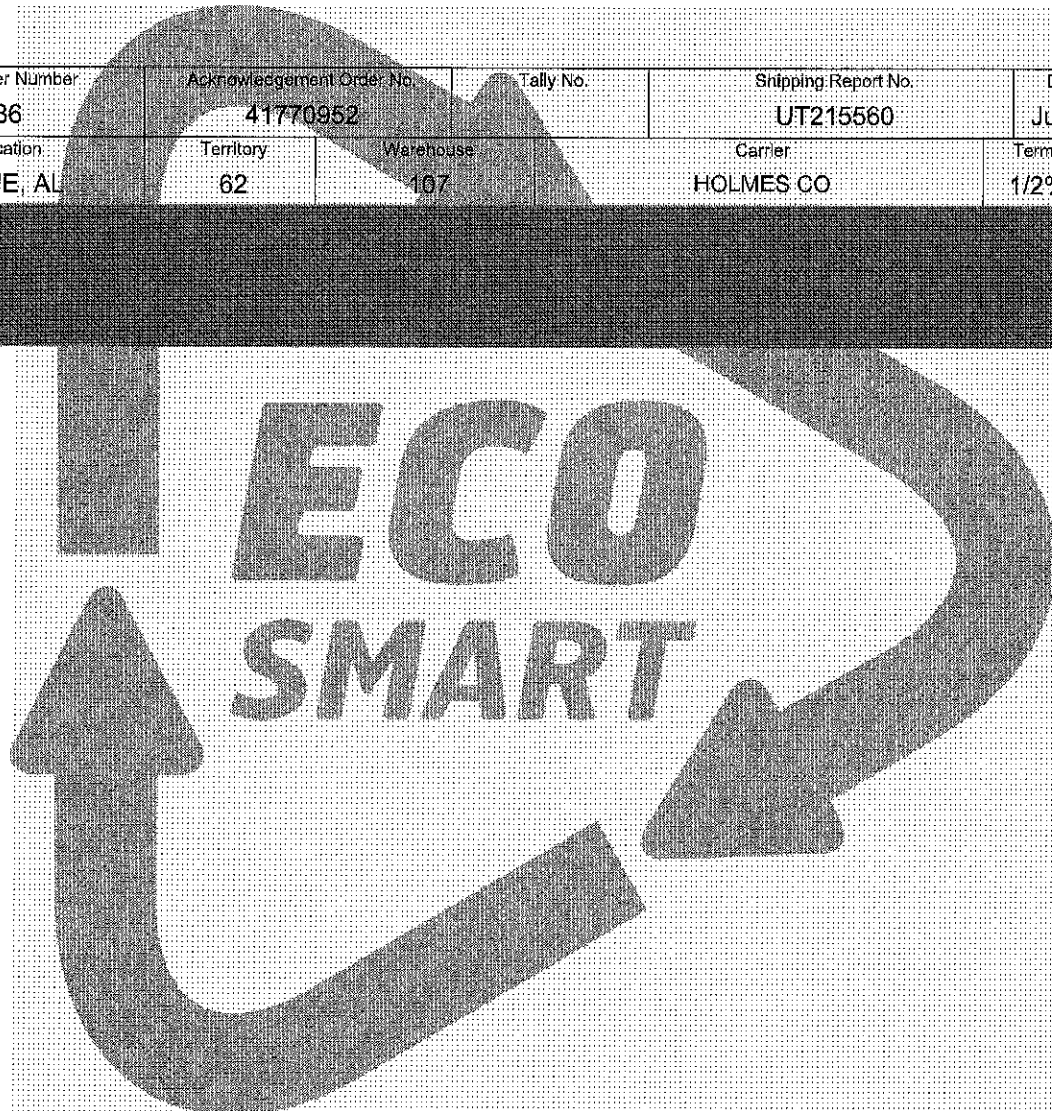
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LANDMARK STRUCTURES LP

C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number	Acknowledgement Order No.	Tally No.	Shipping Report No.	Date Shipped
053086	41770952		UT215560	Jun 10 2025
F.O.B. Location	Territory	Warehouse	Carrier	Terms of Payment
LEMOYNE, AL	62	107	HOLMES CO	1/2% 10, N30



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PLEASE PAY THIS AMOUNT

\$24,868.63

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Customer Relations
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Customer Code LANSTF

Date Jun 11 2025

Invoice Number 797693-062

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C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215563	Date Shipped Jun 10 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier WTI TRANSP	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.527" X 96.00 X 342.00 LaserRite Plate(TM) CUST PART NO. 1871-330 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-03 CUST ORDER - 053086 -003 FREIGHT EXTRA CHARGE	3	14721	0	0.00		

SALES TAX
PAYABLE IN US FUNDS
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\$7,992.03

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Customer Relations
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Customer Code LANSTF

Date Jun 11 2025

Invoice Number 797749-062

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LANDMARK STRUCTURES LP

C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215572	Date Shipped Jun 11 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier MONTGOMERY	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 120.00 X 463.00 LaserRite Plate(TM) CUST PART NO. 1871-520 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-05 CUST ORDER - 053086 -005 FREIGHT EXTRA CHARGE	2	7878	0	0.00		

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$5,518.53

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code LANSTF

Date Jun 13 2025

Invoice Number 798057-062

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LANDMARK STRUCTURES I, L.P.
1665 HARMON ROAD
FORT WORTH, TX
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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215639	Date Shipped Jun 13 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
	PLATE	3	LB 26442	LB 0	FT 0.00		
	A/SA36A709 0.563" X 96.00 X 575.00 LaserRite Plate(TM) CUST PART NO. 1871-320 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-02 CUST ORDER - 053086 -002 FREIGHT EXTRA CHARGE						

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$14,283.96

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 2

Customer Code LANSTF

Date Jun 19 2025

Invoice Number

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LANDMARK STRUCTURES LP

C/O LANDMARK FABRICATION

3496 GATEWAY DRIVE

DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215802	Date Shipped Jun 19 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount
PLATE	A/SA36A709 0.527" X 96.00 X 342.00 LaserRite Plate(TM) CUST PART NO. 1871-330 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-03 CUST ORDER - 053086 -003 FREIGHT EXTRA CHARGE	1	LB 4907	LB 0	FT 0.00		
PLATE	A/SA36A709 0.250" X 120.00 X 463.00 LaserRite Plate(TM) CUST PART NO. 1871-520 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-05 CUST ORDER - 053086 -005 FREIGHT EXTRA CHARGE	1	3939	0	0.00		
PLATE	A/SA36A709 0.250" X 96.00 X 284.00 LaserRite Plate(TM) CUST PART NO. 1871-900 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-07 CUST ORDER - 053086 -007 FREIGHT EXTRA CHARGE	1	1933	0	0.00		

PLEASE PAY THIS AMOUNT

\$6,603.36

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).

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INVOICE

Customer Relations
1-866-409-0138

Page 2 of 2

Customer Code LANSTF

Date Jun 19 2025

Invoice Number

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LANDMARK STRUCTURES LP

C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number	Acknowledgement Order No.	Tally No.	Shipping Report No.	Date Shipped
053086	41770952		UT215802	Jun 19 2025
F.O.B. Location	Territory	Warehouse	Carrier	Terms of Payment
LEMOYNE, AL	62	107	HOLMES CO	1/2% 10, N30



SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$6,603.36

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code LANSTF

Date Jun 23 2025

Invoice Number 799033-062

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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215822	Date Shipped Jun 20 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.691" X 96.00 X 467.00 LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-01 FREIGHT EXTRA CHARGE	3	26358	0	0.00		

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$14,040.90

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code LANSTF

Date Jun 25 2025

Invoice Number 799409-062

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FORT WORTH, TX
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LANDMARK STRUCTURES LP
C/O LANDMARK FABRICATION
3496 GATEWAY DRIVE
DECATUR, TX

Customer Order Number 053086	Acknowledgement Order No. 41770952	Tally No.	Shipping Report No. UT215962	Date Shipped Jun 25 2025
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107	Carrier HOLMES CO	Terms of Payment 1/2% 10, N30

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.691" X 96.00 X LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs ORDER - 41-770952-01 FREIGHT EXTRA CHARGE	1	8786	0	0.00		

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT 2161 P.O. BOX 122161 DALLAS, TX 75312-2161

PLEASE PAY THIS AMOUNT

\$4,680.30

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Acrisure Texas Risk Advisors & Insurance Services, LLC 5057 Keller Springs Rd. Suite 200 Addison, TX 75001		PHONE (A/C, No, Ext): 214-989-7100		COMPANY Berkley National Insurance Company P.O. Box 1594 Des Moines, IA 50306	
FAX (A/C, No): 210-696-8414		E-MAIL ADDRESS: Service@ib-tx.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER			
INSURED Landmark Fabrication LP, 3496 Gateway Drive Decatur TX 76234		POLICY NUMBER MNP 1069616-53		EXPIRATION DATE 07/14/2026	
		EFFECTIVE DATE 07/14/2025		CONTINUED UNTIL TERMINATED IF CHECKED ☐	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Location: 3946 Gateway Drive, Decatur, TX 76234 - Buildings 1-5 Blanket Business Personal Property and Business Income.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL X Including Theft

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Business Personal Property - Replacement Cost, Special Form	\$3,939,100	\$5,000
Blanket Business Income (Include Extra Expense)	\$3,500,000	72 Hours

REMARKS (Including Special Conditions)

Wind/Hail Deductible - 2% with minimum of \$10,000 for Wind/Hail

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Landmark Structures I, LP 1665 Harmon Road Fort Worth, TX 76177	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE  Jimmy Irwin		

ACORD 27 (2016/03)

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Electronic Funds Transfer Information

Bank Account Name	Landmark Structures I, L.P.
Address	1665 Harmon Road Fort Worth, Texas 76177
Bank Name	Truist
Bank Address	1201 Church Street Colleyville, Texas 76034
Account Type	Checking
Routing Number	111017694
Account Number	1440000699245

Please forward remittance information to accounting.usowner@teamlandmark.com or mail to the address above.

Contractor's Application for Payment

Owner:	Town of Huntertown	Owner's Project No.:	6184
Engineer:	Engineering Resources	Engineer's Project No.:	6184
Contractor:	Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177	Contractor's Project No.:	1871
Project:	Town of Huntertown Northwest Water Tower & Main Extension		
Contract:	1871 Huntertown IN - 1.0 MG CET Prime Contract		
Application No.:	3	Application Date:	10/25/2025
Application Period:	From 09/26/25	to	10/25/25

1. Original Contract Price	\$6,375,000.20
2. Net change by Change Orders	\$0.00
3. Current Contract Price (Line 1 + Line 2)	\$6,375,000.20
4. Total completed and stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$3,790,511.60
5. Retainage	
a. 5.00% X \$3,790,511.60 Work Completed =	\$189,525.58
b. 0.00% X \$0.00 Stored Material =	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$189,525.58
6. Amount eligible to date (Line 4 - Line 5.c)	\$3,600,986.02
7. Less previous payments (Line 6 from prior application).	\$1,631,588.05
8. Amount due this application	\$1,969,397.97
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$2,774,014.18

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

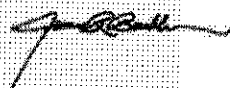
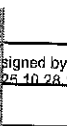
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Landmark Structures I, L.P.

Signature: 

Date: 10/28/2025

Recommended by Engineer

By: 
Title: 
Date: 

Digitally signed by James R. Breckler
Date: 2025.10.28 13:58:14 -0400

Approved by Funding Agency

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____
By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Town of Hometown	Owner's Project No.:	6184
Engineer:	Engineering Resources	Engineer's Project No.:	6184
Contractor:	Landmark Structures	Contractor's Project No.:	1871
Project:	1871 Hometown IN - 1.0 MG CET		
Contract:	1		

Application No.: 3			Application Period: From 09/26/25 to 10/25/25				Application Date: 10/25/2025					
BIO Item No.	Description	Item Quantity	Units	Contract Information		Work Completed			Materials Currently Stored (Not In G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Work (J / I) (%)	Balance To Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value Of Work Completed To Date (E X G) (\$)					
1	01.03.146 - 33 16 13 Engineering - Elevated Tank - Foundation / Basis	1.0	LS	\$134,800.00	\$134,800.00	1.00	\$134,800.00	\$0.00	\$134,800.00	100.00%	\$0.00	
2	01.04.146 - 33 16 13 Engineering - Elevated Tank - Pedestal	1.0	LS	\$118,500.00	\$118,500.00	1.00	\$118,500.00	\$0.00	\$118,500.00	100.00%	\$0.00	
3	01.05.146 - 33 16 13 Engineering - Elevated Tank - Steel Tank	1.0	LS	\$98,200.00	\$98,200.00	0.80	\$78,560.00	\$0.00	\$78,560.00	80.00%	\$19,640.00	
4	01.09.146 - 33 16 13 Commissioning & Startup	1.0	LS	\$5,500.00	\$5,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00	
5	02.05.146 - 33 16 13 Tank Road / Laydown	1.0	LS	\$44,900.00	\$44,900.00	1.00	\$44,900.00	\$0.00	\$44,900.00	100.00%	\$0.00	
6	03.02.146 - 33 16 13 Deep Foundation - Ground Improvement	1.0	LS	\$162,200.00	\$162,200.00	1.00	\$162,200.00	\$0.00	\$162,200.00	100.00%	\$0.00	
7	03.03.146 - 33 16 13 Foundation - Excavation / Subgrade Improvement	1.0	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00	\$0.00	\$75,000.00	100.00%	\$0.00	
8	03.05.146 - 33 16 13 Foundation - Spread Foundation	1.0	LS	\$228,300.00	\$228,300.00	1.00	\$228,300.00	\$0.00	\$228,300.00	100.00%	\$0.00	
9	03.06.146 - 33 16 13 Foundation - Backfill Exterior	1.0	LS	\$43,800.00	\$43,800.00	1.00	\$43,800.00	\$0.00	\$43,800.00	100.00%	\$0.00	
10	04.01.146 - 33 16 13 Concrete Pedestal - Lifts 1 / Crane / Scaffold	1.0	LS	\$246,000.00	\$246,000.00	1.00	\$246,000.00	\$0.00	\$246,000.00	100.00%	\$0.00	
11	04.02.146 - 33 16 13 Concrete Pedestal - Lifts 2-3	2.0	EA	\$160,200.00	\$320,400.00	2.00	\$320,400.00	\$0.00	\$320,400.00	100.00%	\$0.00	
12	04.03.146 - 33 16 13 Concrete Pedestal - Remaining Lifts	12.0	EA	\$143,100.00	\$1,717,200.00	8.00	\$1,144,800.00	\$0.00	\$1,144,800.00	66.67%	\$572,400.00	
13	04.04.146 - 33 16 13 Concrete Pedestal - Tank Floor	1.0	LS	\$114,000.00	\$114,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,000.00	
14	04.05.146 - 33 16 13 Backfill Interior	1.0	LS	\$26,300.00	\$26,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,300.00	
15	04.06.146 - 33 16 13 Slab on Grade	1.0	LS	\$49,700.00	\$49,700.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,700.00	
16	05.01.146 - 33 16 13 Steel Tank - Materials & Fabrication	1.0	LS	\$515,500.00	\$515,500.00	1.00	\$515,500.00	\$0.00	\$515,500.00	100.00%	\$0.00	
17	05.03.146 - 33 16 13 Steel Tank - Erect - Ring Beam	1.0	LS	\$142,400.00	\$142,400.00	1.00	\$142,400.00	\$0.00	\$142,400.00	100.00%	\$0.00	
18	05.04.146 - 33 16 13 Steel Tank - Erect - Cone	1.0	LS	\$166,500.00	\$166,500.00	1.00	\$166,500.00	\$0.00	\$166,500.00	100.00%	\$0.00	
19	05.05.146 - 33 16 13 Steel Tank - Erect - Vertical Shell	1.0	LS	\$112,000.00	\$112,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,000.00	
20	05.06.146 - 33 16 13 Steel Tank - Erect - Access Tube / Platform	1.0	LS	\$59,400.00	\$59,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$59,400.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Contractor's Application for Payment													
A Est Item No	B Description	C Item Quantity	D Contract Information			F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (Not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
			E Unit Price (\$)	D Units	H Value of Work Completed to Date (C X G) (\$)		G Estimated Quantity Incorporated in the Work						
21	05.08.146 - 33 16 13 Steel Tank - Erect - Hoist	1.0	LS		\$95,300.00	\$95,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,300.00	
22	05.09.146 - 33 16 13 Steel Tank - Erect - Floor	1.0	LS		\$57,600.00	\$57,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,600.00	
23	05.10.146 - 33 16 13 Steel Tank - Erect - Roof	1.0	LS		\$77,800.00	\$77,800.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$77,800.00	
24	06.03.146 - 33 16 13 Steel Tank - Field Coating - Ground Phase	1.0	LS		\$120,500.00	\$120,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,500.00	
25	06.04.146 - 33 16 13 Steel Tank - Field Coating - Air Phase	1.0	LS		\$157,000.00	\$157,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$157,000.00	
26	07.01.146 - 33 16 13 Mechanical - Base - Piping	1.0	LS		\$55,400.00	\$55,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,400.00	
27	07.02.146 - 33 16 13 Mechanical - Riser Piping	1.0	LS		\$152,300.00	\$152,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$152,300.00	
28	07.04.146 - 33 16 13 Mechanical - Chamber - Valves / Piping	1.0	LS		\$179,700.00	\$179,700.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$179,700.00	
29	08.01.146 - 33 16 13 Concrete Pedestal - Ladders / Landings	1.0	LS		\$97,300.00	\$97,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,300.00	
30	08.02.146 - 33 16 13 Steel Tank - Hatches / Vents	1.0	LS		\$12,900.00	\$12,900.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,900.00	
31	08.04.146 - 33 16 13 Mixing System	1.0	LS		\$29,000.00	\$29,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,000.00	
32	09.04.146 - 33 16 13 Doors	1.0	LS		\$28,700.00	\$28,700.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,700.00	
33	10.02.146 - 33 16 13 Underground Piping/Cathodic Protection	1.0	LS		\$46,200.00	\$46,200.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,200.00	
34	10.03.146 - 33 16 13 Panels / Lighting / Raceways / Wiring	1.0	LS		\$80,800.00	\$80,800.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,800.00	
35	10.04.146 - 33 16 13 Instrumentation / Controls / SCADA	1.0	LS		\$92,300.00	\$92,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92,300.00	
36	10.05.146 - 33 16 13 Lightning Protection / Grounding	1.0	LS		\$11,600.00	\$11,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,600.00	
37	14.01.101 - 01 71 00 Mobilization and Demobilization (Not to Exceed 5%)	1.0	LS		\$60,000.00	\$60,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	
38	14.02.102 - 01 21 00 Contingency Work Allowance (Owner Determined)	1.0	LS		\$25,000.00	\$25,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	
39	14.03.103 - 01 21 00 Electric Utility Allowance (Owner Determined)	1.0	LS		\$7,500.00	\$7,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	
40	14.04.104 - 01 55 26 Maintenance and Protection of Traffic	1.0	LS		\$8,000.00	\$8,000.00	0.50	\$4,000.00	\$0.00	\$4,000.00	50.00%	\$4,000.00	
41	14.05.105 - 01 57 13 Erosion and Sediment Control	1.0	LS		\$17,322.00	\$17,322.00	0.80	\$13,857.60	\$0.00	\$13,857.60	80.00%	\$3,464.40	
42	14.06.106 - 01 71 00 Construction Engineering (Not to Exceed 1%)	1.0	LS		\$45,000.00	\$45,000.00	0.70	\$31,500.00	\$0.00	\$31,500.00	70.00%	\$13,500.00	
43	14.07.107 - 01 78 39 Project Record Documents	1.0	LS		\$2,000.00	\$2,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	
44	14.08.108 - 02 21 20 Above Ground Video Survey	1.0	LS		\$4,000.00	\$4,000.00	1.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	
45	14.09.109 - 02 41 13 Clearing Right-of-Way	1.0	LS		\$30,000.00	\$30,000.00	1.00	\$30,000.00	\$0.00	\$30,000.00	100.00%	\$0.00	
46	14.10.110 - 02 41 13 Remove Storm Sewer Pipe	296.0	LF		\$100.00	\$29,600.00	296.00	\$29,600.00	\$0.00	\$29,600.00	100.00%	\$0.00	
47	14.11.111 - 02 41 13 Sheet Sign and Post, Remove and Reset	1.0	EA		\$400.00	\$400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$400.00	

Unit Price

EJDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Est Item No.	Description	C	D	E		F	G		H	I	J	K	L
				Units	Unit Price (\$)		Estimated Quantity Incorporated in This Work	Value of Work Completed To Date (E x G)		Materials Currently Stored (Not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / L)	
48	14.12.112 - 31 00 05 Exploratory Trenching/Utility Potoling	2.0		EA	\$1,500.00	\$3,000.00	2.00	\$3,000.00		\$0.00	\$3,000.00	100.00%	\$0.00
49	14.13.113 - 31 00 05 Exploratory Trenching/Utility Potoling, Undisributed	4.0		EA	\$1,500.00	\$6,000.00	2.00	\$3,000.00		\$0.00	\$3,000.00	50.00%	\$3,000.00
50	14.14.114 - 31 00 05 Common Excavation	1.0		LS	\$55,000.00	\$55,000.00	0.75	\$41,250.00		\$0.00	\$41,250.00	75.00%	\$13,750.00
51	14.15.115 - 31 00 05 Common Excavation, Undisributed	196.0		CY	\$32.00	\$6,272.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$6,272.00
52	14.16.116 - 31 00 05 Additional Selected Fill for Unsuitable Materials, #53	47.0		CY	\$52.00	\$2,444.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,444.00
53	14.17.117 - 31 00 05 Special Backfill, No. 53	16.0		CY	\$75.00	\$1,200.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$1,200.00
54	14.18.118 - 32 31 13 Compacted Aggregate, No. 53, Base	494.0		T	\$36.00	\$17,784.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$17,784.00
55	14.19.119 - 32 31 13 Compacted Aggregate, No. 53, Base, Undisributed	148.0		T	\$38.00	\$5,624.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$5,624.00
56	14.20.120 - 32 31 13 Compacted Aggregate, No. 2, Base	659.0		T	\$42.00	\$27,678.00	669.00	\$27,678.00		\$0.00	\$27,678.00	100.00%	\$0.00
57	14.21.121 - 32 31 13 Compacted Aggregate, No. 2, Base, Undisributed	148.0		T	\$42.00	\$6,216.00	148.00	\$6,216.00		\$0.00	\$6,216.00	100.00%	\$0.00
58	14.22.122 - 32 31 13 Geogrid, Type IB, Undisributed	445.0		SY	\$10.00	\$4,450.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$4,450.00
59	14.23.123 - 32 31 13 HMA Pavement, Surface, 9.5 mm, Type B, 58S	122.0		T	\$107.00	\$13,054.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$13,054.00
60	14.24.124 - 32 31 13 HMA Pavement, Intermediate, 19.0 mm, Type B, 58S	488.0		T	\$75.00	\$36,600.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$36,600.00
61	14.25.125 - 32 31 13 Asphalt for Tack Coat	3.72		T	\$10.00	\$37.20	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$37.20
62	14.26.126 - 32 31 13 Pavement Markings	1.0		LS	\$50.00	\$50.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$50.00
63	14.27.127 - 32 31 13 Compacted Aggregate, No. 73, Surface	9.0		T	\$300.00	\$2,700.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,700.00
64	14.28.128 - 32 31 13 Fence, Chainlink, 7 Ft, with Barbed Wire	378.0		LF	\$25.00	\$9,450.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$9,450.00
65	14.29.129 - 32 31 13 Gate, Chainlink, 16 Ft Wide, Rolling	1.0		EA	\$4,000.00	\$4,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$4,000.00
66	14.30.130 - 32 31 13 Gate, Chainlink, 5 Ft Wide	1.0		EA	\$2,000.00	\$2,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,000.00
67	14.31.131 - 32 92 00 Seeding & Site Restoration	5418.0		SY	\$5.00	\$27,090.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$27,090.00
68	14.32.132 - 32 93 00 Site Landscaping	1.0		LS	\$20,000.00	\$20,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$20,000.00
69	14.33.133 - 33 05 13 60" Manhole, Type I, Rebar Cage	2.0		EA	\$4,000.00	\$8,000.00	2.00	\$8,000.00		\$0.00	\$8,000.00	100.00%	\$0.00
70	14.34.134 - 33 05 13 33" Inlet, Type I-B	2.0		EA	\$2,000.00	\$4,000.00	2.00	\$4,000.00		\$0.00	\$4,000.00	100.00%	\$0.00
71	14.35.135 - 33 05 13 Precast Storm Structure Waterproofing	1.0		EA	\$1,000.00	\$1,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$1,000.00
72	14.36.136 - 33 11 00 Water Main, 16 In., DI	20.0		LF	\$250.00	\$5,000.00	20.00	\$5,000.00		\$0.00	\$5,000.00	100.00%	\$0.00
73	14.37.137 - 33 11 00 Water Main, 12 In., PVC	515.0		LF	\$120.00	\$61,800.00	515.00	\$61,800.00		\$0.00	\$61,800.00	100.00%	\$0.00
74	14.38.138 - 33 11 00 Elbow, 12 In., 22-5, DI	1.0		EA	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00	\$2,500.00	100.00%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Contractor's Application for Payment														
BID Item No.	Description	Control Information			F Value Of Bid Item (D X E) (\$)	Work Completed		I Materials Currently Stored Not In G (\$)	J Work Completed and Materials Stored To Date (H X I) (\$)	K % of Value Of Item Billed (J/F) %	L Balance To Finish (F - J) (\$)			
		C Item Quantity	D Units	E Unit Price (\$)		G Estimated Quantity Incorporated In This Work	H Value Of Work Completed To Date (E X G) (\$)							
75	14.39.139 - 33 11 00 Plug, 12 In., DI	1.0	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00			
76	14.40.140 - 33 11 00 Reducer, 16 In. x 12 In., DI	2.0	EA	\$2,500.00	\$5,000.00	2.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00			
77	14.41.141 - 33 11 00 Tee, 16 In. x 16 In., DI	1.0	EA	\$5,000.00	\$5,000.00	1.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00			
78	14.42.142 - 33 11 00 Water Main Connection	1.0	EA	\$5,000.00	\$5,000.00	1.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00			
79	14.43.143 - 33 12 00 Gate Valve and Box, 16 In.	1.0	EA	\$18,000.00	\$18,000.00	1.00	\$18,000.00	\$0.00	\$18,000.00	100.00%	\$0.00			
80	14.44.144 - 33 12 00 Gate Valve and Box, 12 In.	3.0	EA	\$7,000.00	\$21,000.00	3.00	\$21,000.00	\$0.00	\$21,000.00	100.00%	\$0.00			
81	14.45.145 - 33 12 00 Hydrant Assembly, Type I	2.0	EA	\$11,000.00	\$22,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00			
82	14.47.147 - 33 41 00 Pipe, Storm, 18 In.	318.0	LF	\$55.00	\$17,490.00	318.00	\$17,490.00	\$0.00	\$17,490.00	100.00%	\$0.00			
83	14.48.148 - 33 41 00 Pipe, Storm, 18 In., Water Class	31.0	LF	\$100.00	\$3,100.00	31.00	\$3,100.00	\$0.00	\$3,100.00	100.00%	\$0.00			
84	14.49.149 - 33 41 00 Pipe, Storm, 6 In.	56.0	LF	\$35.00	\$1,960.00	56.00	\$1,960.00	\$0.00	\$1,960.00	100.00%	\$0.00			
85	14.50.150 - 33 41 00 Pipe, Underdrain, 4 In., Perforated	536.0	LF	\$25.00	\$13,400.00	536.00	\$13,400.00	\$0.00	\$13,400.00	100.00%	\$0.00			
86	14.51.151 - 33 41 00 Storm Lateral Reconnection, Undistributed	5.0	EA	\$200.00	\$1,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00			
87	14.52.152 - 33 41 00 Pipe End Section, Diameter 18 In.	2.0	EA	\$1,000.00	\$2,000.00	2.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00			
88	14.53.153 - 40 66 76 Water Tower RTU	1.0	LS	\$10,000.00	\$10,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00			
89	14.54.154 - 40 66 76 Wastewater Repeater RTU	1.0	LS	\$12,000.00	\$12,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00			
Original Contract Totals					\$6,375,000.20		\$3,790,511.60	\$0.00	\$3,790,511.60	59.46%	\$2,584,488.60			

Change Orders

Change Order Totals		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
Original Contract and Change Orders										
Project Totals		\$6,375,000.20		\$3,790,511.60	\$0.00	\$3,790,511.60	\$0.00	59.46%	\$2,584,488.60	\$0.00

Electronic Funds Transfer Information

Bank Account Name	Landmark Structures I, L.P.
Address	1665 Harmon Road Fort Worth, Texas 76177
Bank Name	Truist
Bank Address	1201 Church Street Colleyville, Texas 76034
Account Type	Checking
Routing Number	111017694
Account Number	1440000699245

Please forward remittance information to accounting.usowner@teamlandmark.com or mail to the address above.

Contractor's Application for Payment

Owner:	Town of Hometown, Indiana	Owner's Project No.:	06184
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	06184
Contractor:	Fox Contractors Corp.	Contractor's Project No.:	25043
Project:	Hometown Northwest Water Tower & Main Extension		
Contract:	Contract B: Shoaff Rd Water Main Extension		

Application No.:	2	Application Date:	10/28/2025
Application Period:	From 6/1/2025	to	10/31/2025

1. Original Contract Price	\$	958,903.20
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	958,903.20
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	901,673.94
5. Retainage		
a. 5% X \$ 901,673.94 Work Completed =	\$	45,083.70
b. 5% X \$ Stored Materials =	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	45,083.70
6. Amount eligible to date (Line 4 - Line 5.c)	\$	856,590.24
7. Less previous payments (Line 6 from prior application)	\$	699,104.02
8. Amount due this application	\$	157,486.22
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	102,312.96

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Fox Contractors Corp**Signature:** **Date:** 10/28/2025**Recommended by Engineer****By:** **Title:****Date:**

Digitally signed by James R. Breckler
Date: 2025.10.28 14:15:51-04'00'

Approved by Owner**By:****Title:****Date:****Approved by Funding Agency****By:****Title:****Date:****By:****Title:****Date:**

Contractor's Application for Payment

Application No.:	2	Application Period:	From 06/01/25 to 10/31/25	Application Date:	10/28/25
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EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Hometown, Indiana	Owner's Project No.:	06184
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	06184
Contractor:	Fox Contractors Corp.	Contractor's Project No.:	25043
Project:	Hometown Northwest Water Tower & Main Extension		
Contract:	Contract B: Shoaff Rd Water Main Extension		

Application No.:		2		Application Period:		From		06/01/25		to		10/31/25		Application Date:		10/28/25	
A	B	C	D	E	F	G	H	I									
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)		This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (% of G)	Balance to Finish (G - H) (\$)								
Change Orders																	

Progress Estimate - Unit Price Work

Owner:	Town of Huntstown, Indiana	Contractor's Application for Payment
Engineer:	Engineering Resources, Inc.	Owner's Project No.: 06184
Contractor:	Fox Contractors Corp.	Engineer's Project No.: 06184
Project:	Huntstown Northwest Water Tower & Main Extension	Contractor's Project No.: 25043
Contract:	Contract B: Shoaff Rd Water Main Extension	

Application No.: 2 to 10/30/25 Application Date: 10/28/25													
Bid Item No.	Description	C	D	Contract Information			G		I	J	K	L	
				E	F	H	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
													Item Quantity
Original Contract													
201	Mobilization and Demobilization (Not to Exceed 5%)	1	LS		32,500.00		32,500.00	1.00			16,250.00	50%	16,250.00
202	Contingency Work Allowance (Owner Determined)	1	LS		25,000.00		25,000.00				-	0%	25,000.00
203	Utility Pole Bracing Allowance (Owner Determined)	1	LS		5,775.00		5,775.00				-	0%	5,775.00
204	Maintenance and Protection of Traffic	1	LS		4,324.00		4,324.00	1.00			2,162.00	50%	2,162.00
205	Erosion and Sediment Control	1	LS		15,595.00		15,595.00	1.00			11,696.25	75%	3,898.75
206	Construction Engineering (Not to Exceed 2%)	1	LS		5,238.00		5,238.00	1.00			2,619.00	50%	2,619.00
207	Project Record Documents	1	LS		3,700.00		3,700.00				-	0%	3,700.00
208	Above Ground Video Survey	1	LS		1,500.00		1,500.00	1.00			1,500.00	100%	-
209	Clearing Right-of-Way	1	LS		2,650.00		2,650.00	1.00			2,650.00	100%	-
210	Sheet Sign and Post, Remove and Reset	4	Ea		120.00		480.00				-	0%	480.00
211	Mailbox, Remove and Reset, Undistributed	5	Ea		10.00		50.00				-	0%	50.00
212	Remove and Reset Property Pin, Undistributed	5	Ea		10.00		50.00				-	0%	50.00
213	Common Excavation	1	LS		1,500.00		1,500.00	1.00			1,500.00	100%	-
214	Special Backfill, No. 53	64	Cys		64.00		4,096.00	64.00			4,096.00	100%	-
215	Exploratory Trenching/Utility Pot-holing	18	Ea		173.00		3,114.00	9.00			519.00	17%	2,595.00
216	Exploratory Trenching/Utility Pot-holing, Undistributed	10	Ea		173.00		1,730.00				-	0%	1,730.00
217	Compacted Aggregate, No. 53, Base	35	Tons		64.00		2,240.00	18.73			1,198.72	54%	1,041.28
218	HMA Pavement, Surface, 9.5 mm, Type B, 58S	1	Tons		821.00		821.00				-	0%	821.00
219	HMA Pavement, Intermediate, 19.0 mm, Type B, 58S	2	Tons		432.00		864.00				-	0%	864.00
220	Asphalt for Tack Coat	0.03	Tons		4,000.00		120.00	-			-	0%	120.00
221	Seeding & Site Restoration	2443	Sys		1.40		3,420.20	2,443.00			3,420.20	100%	-
222	Precast Storm Structure Waterproofing	1	Ea		3,064.00		3,064.00	1.00			3,064.00	100%	-
223	Water Main, 12 In., PVC	5529	LF		85.00		469,965.00	5,413.00			460,105.00	98%	9,860.00
224	Water Main, 12 In., PVC, HDD	878	LF		131.00		115,018.00	878.00			115,018.00	100%	-
225	Elbow, 12 In., 45, DI	14	Ea		1,167.00		16,338.00	11.06			7,002.00	43%	9,336.00
226	Plug, 12 In., DI	3	Ea		275.00		825.00	3.00			825.00	100%	-
227	Tee, 12 In. x 12 In., DI	2	Ea		2,280.00		4,560.00	2.00			4,560.00	100%	-
228	Water Main Connection	1	Ea		890.00		890.00	1.00			890.00	100%	-
229	Gate Valve and Box, 12 Inch.	15	Ea		8,883.00		133,245.00	15.00			133,245.00	100%	-
230	Hydrant Assembly, Type I	13	Ea		7,287.00		94,731.00	13.00			80,157.00	85%	14,574.00
231	Storm Lateral Reconnection, Undistributed	10	Ea		550.00		5,500.00	5.00			2,750.00	50%	2,750.00
				Original Contract Totals	\$	958,903.20		\$	901,673.94	\$	855,227.17	89%	\$ 103,676.03
Change Orders													
				Change Order Totals	\$	-		\$	-	\$	-		\$
Original Contract and Change Orders													
Project Totals				\$	958,903.20		\$	901,673.94	\$	855,227.17	89%	\$ 103,676.03	

Unit Price

EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Application No.:	2	Application No.:	
Application Period:	From 05/01/25 to 10/31/25	Application Period:	From 10/28/25 to 10/28/25

[illegible]